

VILLAGE OF OAKWOOD
WORK SESSION
June 10th, 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(AMENDED) **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(AMENDED) **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(AMENDED) **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**
- 2025-WS-20(AMENDED) **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**
- 2025-WS-21(AMENDED) **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(AMENDED) **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND**

- 2025-WS-23(AMENDED) 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(AMENDED) 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-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-32 AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDING UNDER THE NATUREWORKS PROGRAM FOR THE OAKWOOD VILLAGE PARK IMPROVEMENTS PHASE 1.1 PROJECT AND DECLARING AN EMERGENCY
- 2025-WS-33 A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(s)
- 2024-WS-34 AN EMERGENCY RESOLUTION ADOPTING THE ALTERNATE FORMAT TAX BUDGET FOR THE YEAR 2026

- | | |
|----------------------------|---------|
| Municipal Complex | Hardin |
| Disaster Recovery Plan | Hardin |
| Human Resources | Hardin |
| Five Year Plan | Hardin |
| Recreation Budget & Events | Nikolic |
| Group photo discussion | Hardin |
5. Matters Deemed Appropriate
6. Adjournment

AGENDA

2025-25

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF OAKWOOD

Introduced 5-13-25

By the Mayor and

Council as a whole

1st read 5-13-25

2nd read 5-27-25

3rd read 6-10-25

11. 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: _____

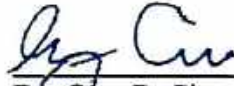
Date: _____

Approved as to legal form:

Law Director/Assistant Law Director

CEP:

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



By: Gary R. Cicero
Managing Member

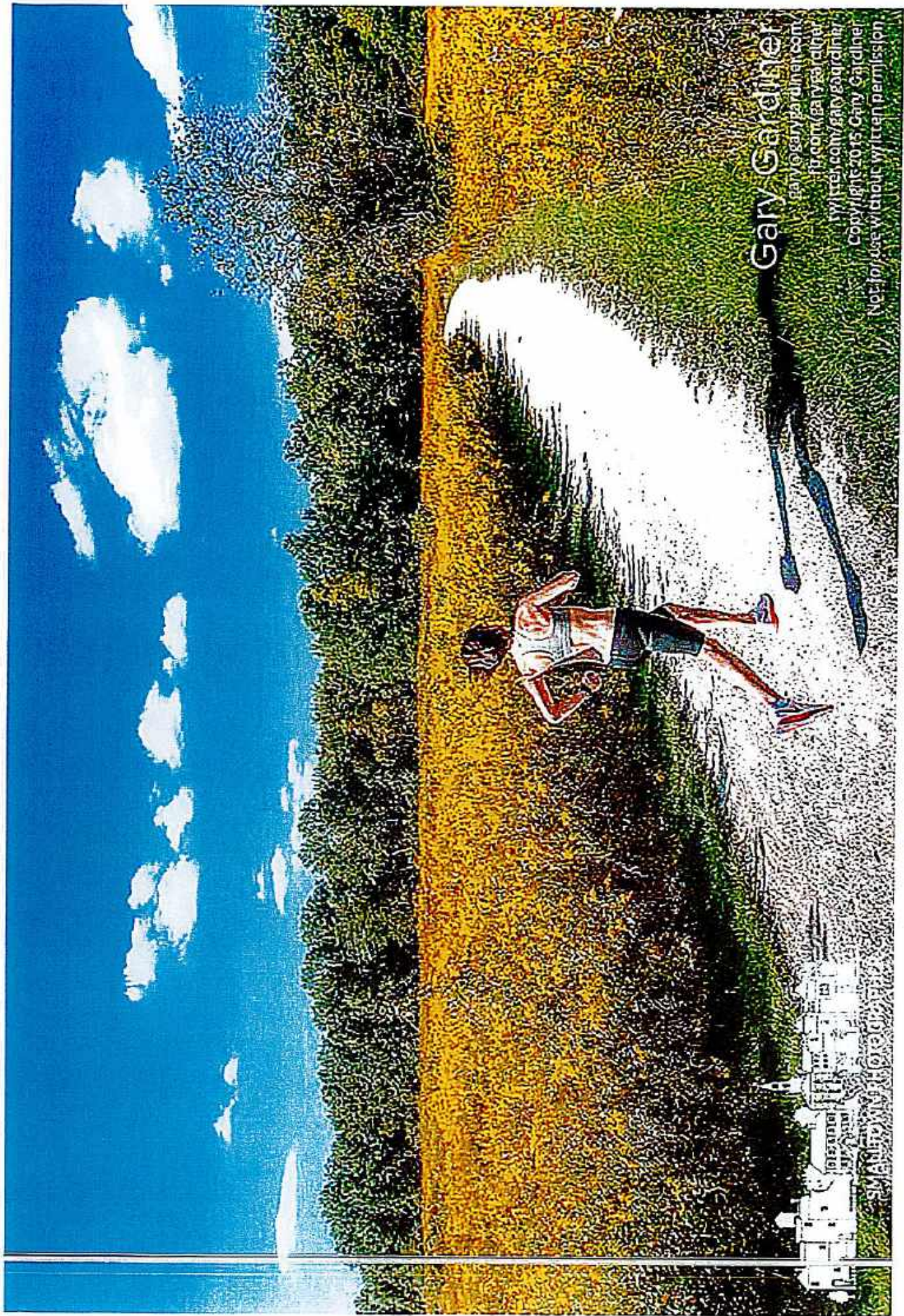
Date: September 4, 2024

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

<http://www.garygardiner.com>

<http://www.garygardiner.com>

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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.

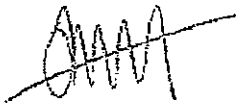
SCHEDULE

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-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.

AMENDED 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 Executive Assistant 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 Executive Assistant to the Mayor, shall work full time 40 hours per week and be compensated at a rate of Fifty-five Thousand and 00/100 Dollars (\$55,000) 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: Executive Assistant 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: \$55,000 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.*

AMENDED RESOLUTION NO. 2025-WS-19

INTRODUCED 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 (a diagram of said property being attached as Exhibit 2 to said Proposed Ordinance) 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: _____

AMENDED 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 (a diagram of said property being attached as Exhibit 2 to said Proposed Ordinance) 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: _____

AMENDED 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 a diagram of which is attached hereto as Exhibit 2) to J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter "Purchaser") to be developed and maintained as a 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

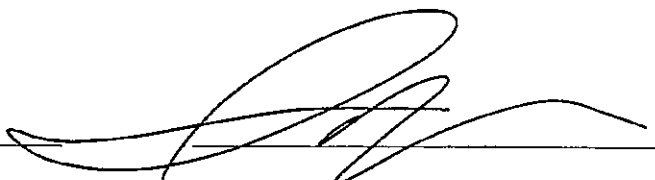
by: _____
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

PURCHASER

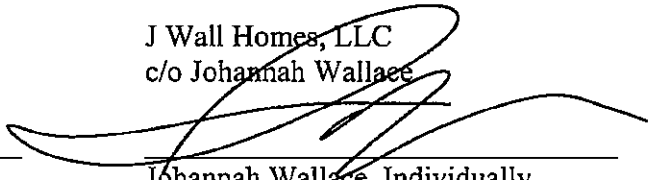
April 16 2025



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 the signature line and extends into the date field.

DATE

Johannah Wallace, Individually

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WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU

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 a diagram of which is attached hereto as Exhibit 2) to J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter "Purchaser") to be developed and maintained as a 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 be 'Johannah Wallace', written over a horizontal line.

DATE

Johannah Wallace, Individually

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THANK YOU

AMENDED 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 (a diagram of said property being attached as Exhibit 2 to said Proposed Ordinance) 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: _____

AMENDED 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 a diagram of which is attached hereto as Exhibit 2) 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

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795-09-043

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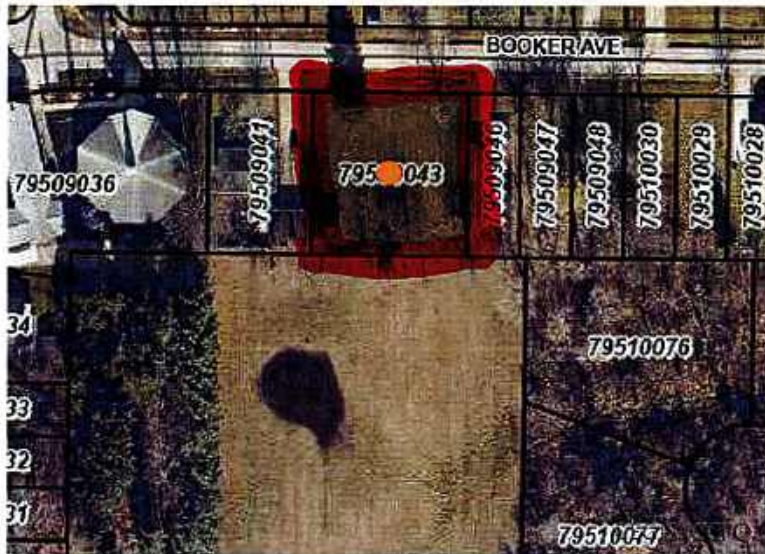
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WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU

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-32

INTRODUCED BY COUNCILWOMAN NIKOLIC

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDING UNDER THE NATUREWORKS PROGRAM FOR THE OAKWOOD VILLAGE PARK IMPROVEMENTS PHASE 1.1 PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program; and

WHEREAS, the Village of Oakwood desires financial assistance under the NatureWorks Grant Program to make improvements to the playground at Oakwood Village Park on Booker Avenue,

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

Section 1: The Village of Oakwood approves filing this application for financial assistance.

Section 2: The Mayor is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3: The Village of Oakwood does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the NatureWorks Grant Program.

Section 4. The Council of the Village of Oakwood hereby authorizes and directs the Finance Director to amend the appropriations as required for the expenditures outlined within this Ordinance:

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Village's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 6. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the Village and for the further reason that the grant application must be submitted in early June 2025. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time 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: _____

Approved as to legal form:

James Climer, Law Director

ATTEST:

Tanya Joseph, Clerk of Council

RESOLUTION NO. 2025-WS-33

INTROUDCED BY COUNCIL WOMAN NIKOLIC

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED
COMMUNITY GRANT(S)**

WHEREAS, the Village of Oakwood, Ohio (the “MUNICIPALITY”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2025 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the MUNICIPALITY wishes to enter into a Grant Agreement with NOPEC, Inc. in the form attached to this Resolution to receive one or more NEC Grant(s) for 2025, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached hereto 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. This Council of the MUNICIPALITY (the “Council”) finds and determines that it is in the best interest of the MUNICIPALITY to accept the NEC Grant(s) for 2025, and authorizes the Mayor to execute the Grant Agreement and any agreements with NOPEC, Inc, as may be necessary and appropriate for obtaining financial assistance and further upon the recommendation of the Village Engineer, and approved as to form by the Village Law Director, in accordance with all authority granted to and limitations upon the Village Director of Finance.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Village's Charter and Codified Ordinances and Section 121.2 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the deadline for accepting said grant is June 30, 2025, 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 Council and approved by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____
Erika 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: _____

Approved as to legal form:

James Climer, Director of Law

ATTEST: _____

Approved: _____

Exhibit A

NOPEC 2025 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and _____ Village of Oakwood _____, _____ Cuyahoga _____ County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2025 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2025 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2027. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2025 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2025, and shall expire on December 31, 2025, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. Property and Equipment Purchases. All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. Inability to Perform. In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. Dispute Resolution. In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. Termination.

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. Effects of Termination.

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: Finance Director

Name: Brian Thompson

24800 Broadway Avenue

Oakwood, Ohio 44146

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2025 Energized Community Grant Agreement.]



NOPEC Energized Community (NEC) Grant 2025 Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2025, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Community Investment Manager (CIM) will have oversight and day-to-day management responsibility for the program.

Deadlines: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2025. Any grant funds not accepted, with an approved community profile by June 30, 2025, will be returned to the grant pool. Grant funds must be drawn down via disbursement request by November 30, 2027. Funds not drawn down by that date will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1, 2025, will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program on January 1, 2024, only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only on January 1, 2025, will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of the metered accounts enrolled for a minimum of three consecutive months will be applied. The minimum grant amount will not be less than \$250.00 for all eligible communities.

Member counties) will also receive grants based on the communities and programs enrolled through the county membership. Grants will be calculated using the same averaging method as the community grants. County members will receive [\$1.50] for

gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities and counties will be notified by letter in January 2025 of the grant amount available for its use. Each community must enter into a grant agreement, if required, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the profile and disbursement request processes, will be completed, and submitted online.

Processing: The first step for the NEC grant program is completing the community profile. Returning users may use the same account created in 2023 and new grant representatives will create a community profile in the online grant program for a new community.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2025. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete disbursement requests to draw down their accepted NEC Grant funds. New requests will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., invoices, AIA forms, or receipts) must be attached. All disbursement requests must be submitted electronically in the grant system. NEC Grant funds must be drawn down using the first in first out (FIFO) accounting method, meaning communities must draw down previous NEC Grant award balances prior to accessing the 2025 award.

Staff will review each request to determine if it meets the criteria and formally approve each project funded. Communities may begin the work during the review process, but it does not guarantee funding approval. Work that is determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible uses include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Streetlights and traffic lights are also eligible if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging stations and emergency

generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

In addition to the projects listed above, communities may use grant funds for the lease or purchase costs of plug-in electric vehicles.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefiting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional uses are eligible. Each community must request its own grant funds for a multi-jurisdictional use. Non-NOPEC members may be part of a multi-jurisdictional use but will not be eligible for any grant funds from NOPEC.

If a community completed work that meets the eligibility requirements within the previous calendar year it may submit that project for the grant.

If a member community conducts an energy audit for the proposed work, audit costs may be defrayed with grant funds. The audit must be performed by a credentialed professional.

Once the request is reviewed and approved, the community will receive written confirmation. Each approved request will become an exhibit to the Grant Agreement. A member community must be a member in good standing of the Northeast Ohio Public Energy Council, as defined in the NOPEC, Inc. Grant Agreement with the community, at the time of written confirmation and at the time of disbursement to receive a 2025 NEC Grant award.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or work, in accordance with local requirements, with qualified professionals. Disbursements will be made until funds have been depleted. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. For existing NOPEC communities 2025 NEC Grant awards will become available for disbursement after the community has an approved 2025 profile.

This is not a reimbursement grant, i.e., communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests.

The CIM will review all disbursement requests and submit them for processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The CIM will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program, including whether a community is a member in good standing of NOPEC, shall be final, conclusive, and binding on all grant recipients.

NOPEC Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.



Ideas for 2025 Grant Projects

Grants can be used for **government, residential, and commercial properties**. Here are some examples of what you can do with your grant dollars:

- Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances



Secure Your Grant Dollars

Step 1: Submit Profile at nopecgrants.org — Due by June 30th, 2025

A. Accept funds by passing community legislation

B. Complete grant agreement

Step 2: Draw Funds — Due by November 30th, 2027

A. Submit disbursement requests

Questions?

Contact Jessica Renner, Community Investment Manager, at grants@nopecinc.org

RESOLUTION NO. 2025-WS-34

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY RESOLUTION ADOPTING THE
ALTERNATE FORMAT TAX BUDGET FOR THE YEAR
2026**

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

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

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

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

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

SECTION 1. The alternate format for the Tax Budget of the Village of Oakwood for the fiscal year beginning January 1, 2026, heretofore prepared by the Mayor, and submitted to this Council, be and the same is hereby approved and adopted.

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya A. Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya A. Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya A. Joseph, Clerk of Council

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 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. 2025-25

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: 5.27.25


Tanya Joseph, Clerk of Council

Erica Nikolic, President 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. 2025-25 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. 2025-25 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
L I M E S

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)

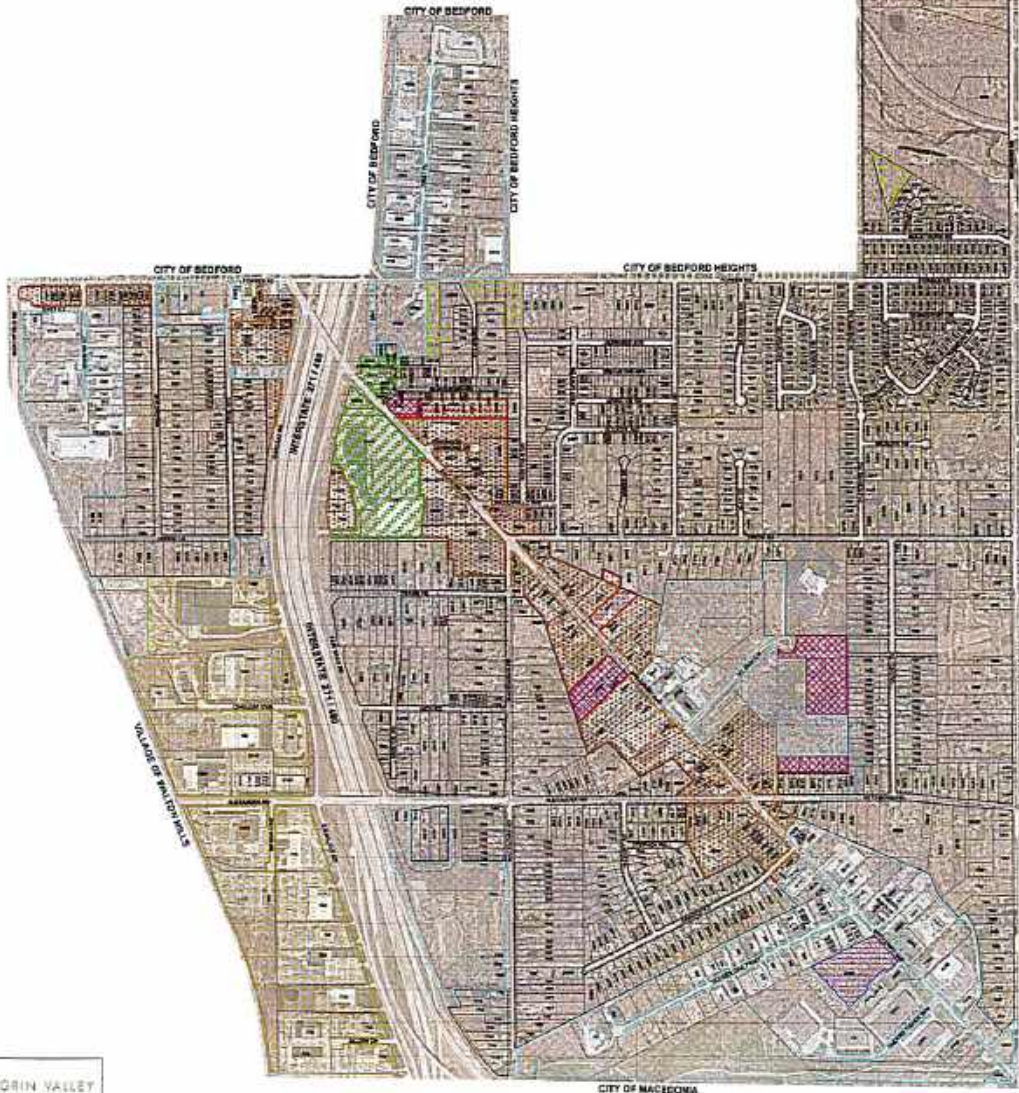
ELOISE HARDIN (WARD 2)

CANDACE HILL (WARD 5)

PAGGIE MATLOCK (WARD 3)

LEGEND

R1F RESIDENTIAL ONE-FAMILY	I-2 PRODUCTION/DISTRIBUTION
RMF RESIDENTIAL MULTIFAMILY	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:



**VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2025-5-13**

ATTENDANCE

Erica Nikolic, President	Gary V. Gottschalk, Mayor
Johnnie Warren, President Pro Tem	Tom Haba, Service Director
Eloise Hardin, Ward 2	James Climer, Law Director
Paggie Matlock, Ward 3	Mark Garratt, Police Department
Candace Hill, Ward 5	Brian Thompson, Finance Director
	Dave Tapp, Fire Department
	Matt Jones, Village Engineer
	Daniel Marinucci, Chief Bldg. Official
	Karen Gaither, Interim Recreation Director

ABSENT

Mary Davis, Ward 4	Taunya Scruggs, Ward 1
Ross Cirincione, Prosecutor	
Sam O'Leary, Assistant Law Director	
* Arrived after roll call	

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

Motion to adopt the April 9th, 2024 Council Meeting Minutes made by Hardin seconded by Warren

YES VOTE: Nikolic, Warren, Hardin, Matlock, Hill

PASSED

Motion to adopt the April 9th, 2024 Environmental Meeting Minutes made by Matlock seconded by Hardin

YES VOTE: Nikolic, Hardin, Matlock

ABSTAINED: Warren, Hill

PASSED

Nikolic: Moving on to agenda item number five, clerk corresponded. **Joseph:** Um, at some point this week I will be sending out a flyer in regard to community cleanup for May 31st at 9 a.m. to 12p.m. Once that flyer goes out, if you'd like to be a part of that cleanup. Please feel free to reach out to me to be one of the volunteers. And I'll give you more information in regard to that, that is all that I have. **Nikolic:** Okay, thank you, Council Clerk Joseph. Moving on to agenda item six, departmental reports. Could we start with our Mayor. I ask that all department heads keep their reports to five minutes. **Gottschalk:** I will not be five. **Nikolic:** You will be close to five, you may continue.

Department Report

Mayor, Gottschalk| Gottschalk: First on the street, it's good to see Matt Jones here. Congratulations to all of Chagrin Valley, and Matt for doing a fabulous job of getting a Broadway reconstructed at no cost; a big grant, great job. On the project on Oak leaf, as you know, there's no southbound traffic for eight weeks. Two weeks have gone by, and because of that we aren't able to do any, because of all the discombobulations of traffic as it is now. We're doing the screening at Mount Zion at Interstate B, with the homeowners on North Lane. That will begin as soon as that project is over. And that will be in about four to six weeks. They'll see what's going to be done. They can choose exactly how much (inaudible), and so North Lane will be satisfied. I'm Oak Leaf further down, between Waste Management and Alexander. The road is very bad there. In fact, the owner of the CEO of the biggest company in Oakwood blew two of his tires out on that stretch. As you can see, we have, although the Engineer put it as part of the Arbutus project. Because the same engineer or same construction person was doing it. It'd take up \$50,000 to \$75,000 of work. And without it, you won't be able to make it through the winter. And imagine all the traffic you have there from Interstate McBee, Waste Management, to one of your logistics, which is always (inaudible), to Ohio CAT, to Agmet metal. There's just way too much going on that has to be done. Now, for whatever reason, the County did not get our TIF agreement. The TIF will pay for that in time, but we won't have it right now. So the TIF will pay for the 50 to 75 percent in time, but not right away. With that, we're going to get to our...

Hardin: You used the term screening. What's being screened? **Nikolic:** Councilperson Hardin, I think he's referring to the barrier between Interstate McBee and the residents on North Lane.

Gottschalk: Yeah, that barrier. **Nikolic:** So, he said that the barrier, the screening that will go up there. He said after the work on Oak Leaf is finished. Is that the screening you're referring to Mayor? **Gottschalk:** Yes. **Hardin:** Thank you. **Warren:** So, what you're basically proposing to Council or mentioning to us is that you need an additional \$75,000. **Gottschalk:** \$50,000 to \$75,000 for now, but it will be paid back when we get our TIF from the County. **Warren:** So, are you going to present that to Council, or how is that going to be done? **Jones:** It's part of 2025-WS-29, which I will discuss. **Warren:** Okay, good. **Gottschalk:** Alright, we have two ads that went in the paper. One for the two part-time receptionists in the Building Department. In case one is sick or whatever, then the other one can take place. That's why we ran a few part-times at \$19 an hour. And then we're also putting an ad for a certified residential Building Inspector, and I underscore certified. And we need that very badly because it's late Spring and Summer coming on. And it's time to get into these houses, dealing with grass, with debris, with painting, whatever else. That'll be in the paper on Monday or Wednesday. And I should have somebody to put before you to hire so you can get going on looking at homes. Which ties in nicely with World Changers, I just got a call from them. What they do is... It could be painting; it used to be roofing. But they've had some incidents with their own insurer, there's now no roofing for them. Because they've been in Oakwood two years ago, three years ago, and four years ago. And there's no charge to the resident. And they'll do anything from windows, to painting, to even handicapped equipped... You know, sit on the stairs, having a handicap, and quick entrance into the house. All that for free, and what you're going to do is call Heather. Give me one address in your area that you think this might be interested in. It's no charge to the resident. There's also, they can do some work inside, like flooring and paneling. But mostly outside, and again, windows particularly as well. And again, no cost, which is very, very exciting. And they will be here from, let's see, from... July the 5th through the 22nd in the region. So, what you're going to

do is call Heather. Give her the name of a house, I'm going to have contract Davey Hobson for just one day to check all eight houses out. One for each ward, and I'll pick the two or three that we're going get the world changers through. **Nikolic:** You got a couple more minutes, Mayor. **Matlock:** Can I say something, I think that the residents are coming in basically to hear the Mayor and what he has in fold for Oakwood. Can we exclude that five-minute phrase from him. And let him go ahead and continue and give us the information that we need, to see how Oakwood is growing. **Nikolic:** Sure, but we need to keep it, you know... **Matlock:** We can keep it on other things, but the Mayor, what he's reporting on is something that Oakwood residents wants to hear from our Mayor. **Nikolic:** I agree, but at the same time, this is a Council meeting. Mayors have their state of the union reports and the state of village reports. **Warren:** But that's only once a year. **Matlock:** Regardless of that fact, just let him go ahead and talk it out. **Nikolic:** Okay, I've heard you, and Mayor, let's try and keep it... **Gottschalk:** Now we're talking about streets to be improved in your ward. Two Council people have already submitted. Well, before that on Tryon Road, which will begin very shortly. There will be resurfacing from Jean Drive to Broadway. Also, the all-purpose trail will go from Lamson Road to Jean Drive. But now, as I said, we've got a couple submissions now from some Council people regarding home improvements on these residential streets and their work. And the first was in Ward 2 on Milburn from Council of Ward 2, Mrs. Eloise Hardin. And I used the terminology basketball, and it's a layup, although it needs Council approval. She wants to have Milburn Drive resurfaced. And it ranks high in the listing that was presented to us by our Chagrin Valley Engineering, in terms of the streets to be improved on. So, I use the term, it's a layup. Council does need to approve this. But I have all the confidence in the world (inaudible) the budget when they come back after their summer break. **Warren:** I think that the street that Councilperson Hardin had always been talking about wasn't Millburn, it was Somerville. **Gottschalk:** All of those are privy with Councils approval. All I'm telling you is you did submit initially, and it ranks very, very high. The additions, though, I'm directing our Engineer to come up with a price and give it to our Finance Director. And it can be on the budget when you come back after your summer break. So, that will be just like what you did, remember, with Mistletoe Ave. You needed to have work done, and you presented it yourself. Because it led to Rome Baptist Church, and it had to be done it was a residential street. **Warren:** That was Arbutus. **Gottschalk:** Arbutus, excuse me. But anyway, all right, so in addition to Milburn, in Ward 3. We're looking at extending, because of safety rather than the street. Extending the all-purpose trail from Jean Drive to Glenshire, and that'll be that. So, right now we're waiting for the other five of you. To come up with a street in your ward that can be improved on. We used this as a directory again, and that's why, as I say, these streets were named right near the top in terms of needing some improvement. I had a meeting with the (inaudible)group, they own the Quality Inn. And on Thursday, at Erlago in Oakwood, which is my home, and they've never been there. And they're going to propose building a new extended stay hotel in Oakwood behind the Hampton. It will be about \$9 million. An extended stay is where people come in, many time businesspeople. who are dealing with their own businesses, they're here for a week or two weeks. In addition, I'm going to have them give a major discount in case they have a catastrophe like a flood, or a fire, or a tornado. Residents can go to the extended stay hotel at a very, very low discount price. So, we're working on that. So, that was very, really good. And so then lastly, we're talking about the camp program. We will have the handout next Tuesday; it will be going out to our residents. On June 16th, 2025, to August 1st, 2025, it includes some of the activities including the point ziplining in Geneva, horseback riding, Bear Creek, find your water and six times their swimming, adrenaline monkey,

U.S. Skates, Fun & stuff. What a legacy a parent is going to give their youngster in taking this camp, and hanging out with us for the seven weeks, or to the grandkids. Again, this is all set, and you'll see it on Tuesday, we'll start doing it on Wednesday. And as you can see, the costs are very minimal compared to what they were even last year. We're talking in terms of wage of contract out of the Counselors. We're giving them \$5,000 a piece, there's six of those; we need to hire two more. So, two of the people that advertised for Rec Director, we'll ask them to be Counselors. We have education instructors, which we don't have this year, or class instructors. And we also don't have, any of which we didn't put in. As an example, the robotics, they needed robots, they needed (inaudible), and beautification of their face. All these different things we didn't have. So, the only things are the summer activities. And I mentioned what we mentioned, and all that for \$25,000. And then there's the transportation to busses, \$11,000, and then the... The only education we're going to do is boy talk, and girl talk, and this is quite something. Girl talk has always been exciting for the young ladies. We're talking about 8th, 9th, to 11th graders. What it does is it relates to dealing with the media on your cell phone, how to deal with your parents, relate to a boyfriend, and relate to our Lord, and all that's part of girl talk. The girls will love it... **Matlock:** I hear what you say about girl talk. What does the boy talk include?

Gottschalk: Similar to the girls, but not as... **Matlock:** No, give me some definitions, I want to hear. **Gottschalk:** To be honest with you, I never thought the boy talk was much simpler, and to be more of (inaudible). **Matlock:** Thank you, it should be more. I just want to know because when you start talking about girls talk. What are the boys getting? **Gottschalk:** See, the girl talk has been going on. This was done even in a public school, so it's not like it's new. Boy talk was relatively new. Because I think the thing, rather than it was most important there, is just respect for your others. **Matlock:** Is that it? **Gottschalk:** But notice the cost again, and so this is quite something to leave as a legacy for, that concludes my report. **Nikolic:** Thank you, Mayor, all good information. **Matlock:** How many counselors are we talking about having? **Gottschalk:** We have six, and we have three. **Matlock:** Have you thought about maybe college students coming home from school or whatever? **Gottschalk:** Well, we have to be sure that they're very good with the kids to begin with. That's one of the problems, dependable and whatever else. I think the probably first use the people that will apply for the Rec Director. Because they're getting \$18.50 an hour and that's going to be for 13 days. One is July the 4th, and the other is the teens day. So, they're working 33 days and 8 hours a day. **Matlock:** Okay, so what we're saying is college students cannot apply? Can college students apply? **Gottschalk:** Yeah. **Warren:** Those that are interested in being counselors, who do they interview with? **Gottschalk:** That will be me and also be with our interim Rec Director, too. But this is all on board, and it's exciting. And it's only for seven weeks, and you know, if you want to make some changes next year, you can. Let's get this baby rolling, I think that's what our residents want to see, too, with their kids. **Matlock:** When are we going to put the marketing out? Marketing needs to go out now. **Gottschalk:** You're going to see the flyer on Tuesday, and the fly will be going out on Wednesday. **Nikolic:** Anything else? Thank you, may we hear from our Law Director?

Law Director, Climer: Thank you Madam President. We have quite a number of items on the work session agenda this evening. I am going to request a short executive session to discuss the compensation of a public official. We also have on the work session agenda six items relating to the sale of property to wall homes. I distributed the request of exhibits to Council this week and had intended to ask for an amendment to attach that exhibit. My understanding is Council would prefer to have it actually attached to the ordinance as an amendment to the

ordinance. We will have that ready for next week. And I would also request considering advancing 2025-WS-26 to the regular agenda, which deals with fee schedules for the Building Department so that we can read that one time. And that item 2025-17 be removed from the table and defeated. Which deals with the same subject, and the reason that we have an entirely new ordinance. As Mr. Cheatham and I work through the fee schedule. Some additional repeals of existing ordinances needed to be added and it was easier just to start that ordinance over. And that said, I'm available to answer questions. **Hill:** Is there an urgency to move this? **Climer:** We would like to get it passed by the next meeting of the latest. The reason being the new software system incorporates the fees. And it's very, very difficult to go load those fees in and then go back and change them. And so we'd like to them established. So, that SafeBuilt can get their computer system up and running. **Hill:** Is it possible we could call it special for that as opposed to moving it without us discussing it? **Hardin:** It looks like 2025-17 is already on the agenda. **Hill:** It's tabled, but they made changes. **Nikolic:** What you said is that, what's tabled will be removed, right? **Climer:** Correct. **Nikolic:** And what's in work session would be moved to the agenda for first read. **Climer:** Correct. **Nikolic:** We don't have enough to suspend, so Councilperson Hill, what's your question? **Hill:** So, you're not even moving it then. **Climer:** I think we can move 2025-WS-26 to the regular agenda and read it, get that process started. **Hardin:** And then if we want, we can call for a special meeting. **Climer:** Correct. **Hill:** I just would rather wait until we call a special, but that's fine. **Nikolic:** I wanted to ask the about the RFP process about the demolition of the properties. I had spoke with, um, the Mr. Cheatham about it, and I thought that he was going to be the one drafting it. But then he said it would be you and finance. So could you clarify? **Climer:** Yes, there was an inquiry made about how we get the RFPs rolling for demolitions. I spoke to Mr. Cheatham as to whether that is something that SafeBuilt handles for its other clients and is equipped to do here. He said it is not, that said, during the past, we've traditionally bid that out through the Service Department, Mr. Haba. I've spoken to him about it, and I think I would recommend that that's the route we take. **Warren:** One of the things is that I wanted to get the addresses. Because I mentioned to you and the Engineer, that I have an organization that is looking at some of the houses to save in Oakwood Village rather than Demo. **Climer:** I believe I sent those to you, but I'll be happy to send them again. **Warren:** Okay, would you please, because there's some specific houses that they had taken a look at. And they may be interested in renovating them in addition to building two new ones. They want to look and they were the ones to propose to renovate. And that's why I got three addresses. I think it was from Tom, who did I get the addresses from? I got 3 addresses, maybe from the Engineer's office. But there's 3 addresses, one of them in ward two. And they're interested in looking at saving that house, and I think it's one in ward 5. But they're going to confirm once they get a chance to find out how they could get inside. To take a look at the inside to see, because they do gut rehabs too. **Climer:** Um, I know Ross has the Building Department files on those three, I'll send it to you. **Warren:** Oh yeah, Ross sent them to me, I think he did. **Climer:** Yeah, and he has the Building Department files on them, photos have been taken. At least one of them we have some real questions about whether it's salvageable. But certainly that company knows better than we do. So, if you want to give me a call, we're happy to set up a meeting with you, me, and Ross and we can get you through it, alright. **Nikolic:** So, with that program, because the the homes that say for example in war five Someone owns that home. So, would the program work with the owners of the home to renovate it... **Warren:** No, these are houses that are being proposed to be demoed. And the only way they can be demo, is if the Village has possession of the property. They just can't demo and they're owned by someone else.

You got to go through a combination process in order to get the authorization to demo. And in that process, Habitat for Humanity is the organization. That's interested in maybe saving some of the houses. I've been working with them for over 15 years, over the years. And so, I've met with them already once. And then that's when it was like new construction. But then when they asked me about demo. I got the three addresses and gave them to them and they sent somebody out to look at them. And they want to be able to, whenever we get to position to where they can gain access to the inside to see if it's feasible. And if not, I'm working on trying to get some assistance from the County for the cost of the demolition. **Hill:** For the demolition, what line item is that money's sitting in? **Thompson:** I set it up in the Building Department for \$80,000 per your request under demolition. **Hill:** We started a new line item already? **Thompson:** Yeah. **Hill:** Okay. **Nikolic:** That's \$80,000 for three houses? **Matlock:** It's four. **Hardin:** It was at \$20,000 per house? **Thompson:** Yes. **Nikolic:** Anything else for our Law Director? May we hear from our Finance Director?

Finance Director, Thompson: Thank you, Madam Chair, there's a couple things to mention. Before you tonight you have 2025-WS-30, which addresses our Note. We're looking to have that advanced tonight for Council's review and approval. I have Matt Stu here, our municipal advisor, if there's any additional questions that need to be answered. That's the one for a \$1.3 million note. And I did last week submit the working exhibit for the 2025 projected budget. I think that will conclude what I had to talk about, thank you. **Hardin:** The projected budget, what figures did you use? **Thompson:** A lot of departments turned in their budgets. And per our discussion if they did not put a budget in place. I kind of based it on previous years where they ended up for the year. The general fund was about \$5.4 million dollars; total fund was \$16.6 million dollars. I projected all funds at the end of the year at approximately a million two for the general fund balance at the end of 2025. If you recall, we started this year with \$678,000. In February's close, I had \$1,080,000 million dollars and we just put all the budgets together. It kind of includes some components, like I increased the service contracts that we have with Walton Hills and Glenwillow on the EMS service that we provide. I put in the \$80,000 for construction houses. I put it in at \$60 dollars to fix this roof here. And also, a very important component was on the property list that Matt had coming from engineering, and I had those in there as well. So, those are some of the top key components in the budget. **Hill:** For 2025-WS-29, these streets that are listed, do you have all of them in the budget already? **Jones:** 2025-WS-29 is Arbutus, and the emergency repairs on Oak Leaf. **Thompson:** Yes, I put them in. **Hill:** And that additional \$50,000 to \$75,000 the Mayor mentioned that he would ask us for? Is that in the budget? **Thompson:** Yes, and he had an additional \$10,000 mainly from Broadway. **Hill:** So, that \$1,200,000 will be in the general fund. But you have to do transfers in for these amounts to cover it on that correct? **Thompson:** They are worked in. **Hill:** So, do you have an approximation of what that \$1,200,000 will become after you transfer into all those specials? **Thompson:** The \$1.2 million takes into account the transfers to complete those projects. **Hill:** So, you've accounted for all of these amounts, transfers in, and we'll be ending the year with one million? **Thompson:** 1.2 Million. **Hill:** In GRF? **Thompson:** Yes. **Hill:** Where are you at on our reports? Which months have we closed? **Thompson:** We closed out February, we're working on March and April, simultaneously. And when we closed out of February, we started with \$670,000, we ended with \$1,080,000. So, we're working on the March and the April at this point. **Hill:** So, we're in the middle of a May, so we are behind. Council has not seen any numbers to be able to make financial decisions. But what you can get every month with the click of a button is

that bank statement. Because the bank is going to close out their accounts every single month. So, at the end of that month, you should be able to, if you can't even close the month. We should know how much money we have in the bank so we can make decisions. **Thompson:** Yeah, no problem. **Hill:** So, if you could get those up to date for us today, or Tuesday, so that we can make some financial decisions, that would be great. **Hardin:** This question is to the Mayor and to Brian. Based on what I just understood you to say. You have made provisions for Oak Leaf, Arbutus? **Thompson:** Yes. **Hardin:** And where is it and what's the other 7550 that we heard about tonight? **Jones:** For Oak Leaf. **Hardin:** That does not include any other residential streets, correct? **Jones:** Correct, that's just Arbutus and Oak Leaf. **Hardin:** Okay, I think that's real important, Mayor, because once we get the report tonight. I'm guessing, or hoping we're not going, to not do any other residential streets until next year. Other than the one you promised already. So I'm waiting for his report. And then I'm going to ask when will the residential streets that you decide to work on. What will be done this year other than Arbutus and Oak Leaf? That's my question after we get the report from the Engineer. **Gottschalk:** The answer is, again, I told you that Milburn is a layup. So, that's clearly late Spring next year. **Hardin:** Has that been priced out already? **Jones:** I'll discuss it when I come up. **Gottschalk:** I've directed the Engineer to give the price to her. Finance Director will then put it in the budget for next Spring. And it be in the budget in the fall. **Hardin:** Okay, and Councilperson Warren was absolutely correct. And Mayor, this is for the record, this letter is from the residents on Somerville. And if you want me to wait until the Engineer speaks, I will wait until he speaks. Because that street has been waiting for three years. **Gottschalk:** Again, Council is the one that approves the legislation for the expenditure. Somerville, doesn't rank very high relative to some of these other streets, but that's Council's decision. **Hardin:** Okay, we'll circle back after the engineer. Thank you. **Nikolic:** I had one question relating to, so within our discussions we have been talking about you know five-year plan. And beautification had come up. I intend to resubmit to Council the Nature Works grant for our parks and playgrounds. I spoke with the Engineer, and he said that this is a reimbursement grant. So, what I was trying to understand with him for the reimbursement grant. He said that money has to be set aside before it's reimbursed. He said the grant would be about \$7,500. How does that work? Because I know oftentimes with the road projects there's a negative balance with the reimbursements projects. But how does it work with reimbursement? **Thompson:** It works like the rest; we'll make the expenditure for the project. And with it being reimbursable, I'll work that reimbursable revenue on the revenue side. So, if we have to have a short-term period where I do make the expenditures. I give them the cancel check to the Matt, that's going through that process. He'll submit it to whatever organization that re-imburses it, and then it'll wash itself between the funds. What I'll do, I'll make that expenditure. What we'll have to do is raise the appropriation so I can make the expenditure. When we get the reimbursement back, it'll balance out. **Nikolic:** Okay, I intend to submit the application again to Council this year for to grant for our parks and playgrounds to be addressed and renovated in Ward 5. Is there anything else for our Finance Director? Hearing none, may we hear from our Service Director?

Service Director, Haba| Haba: Thank you, Madam President, I just have one thing. The custodian we had here for the last couple of years retired early in the year. We've been cleaning buildings since then, and looking for a new one. I'd like to go hour, they've turned out better for us over the years. But a person came in and, they work for one company. They're branching on their own, they already have some contracts. And I did some checking on them, they are highly recommended by both two neighboring cities, Pepper Pike and Walton Hills. So, we have a

contract in principle with the young lady. Once I get the information to Mr. Climer, he can make a contract out. The only difference is it'll be three days a week, instead of five days a week. I checked with the other cities, and they say that's fine. You know, I mean, I'm sure some people are going to complain. But it's three days a week, it's actually going to be cheaper than paying someone hourly right now. It's like \$1,400 a month, but I'll have that in front of you once I get a contract made out. I told the young lady that June 1st I'm looking for a start date. That's all I have. **Warren:** That's like \$16,000. **Haba:** Roughly, and we were paying the custodian that was here \$18 before the raises this year. **Matlock:** One question is, the custodian who retired normally cleans the Community Center, will they be... **Haba:** They're going to be doing that's part of it. **Matlock:** Are they going to be able to handle it three days a week? **Haba:** Yeah, I mean, if something pops up, just like it's always been for a million years. Service Department will go and pitch in if something happens. But they'll be three days, and I'm sure it'll be staggered days. And I think it'll work out. It's less money than they're making at Walton Hills, when she said she would do it. The contract will stay, I haven't talked to Mr. Climer about it yet, but the contract will take work. We've done it before with businesses. Either party can cancel a contract at any time. So, if they're not doing a good job after six months, we can just go back, re-advertise, and find somebody to honor the company. **Hardin:** So, we did advertise? **Haba:** Yes. **Hardin:** Okay, thank you. **Nikolic:** Anything else for our Service Director? Maybe hear from our Fire Chief?

Fire Chief, Tapp| Tapp: Thank you, Madam President, I emailed all of Council this morning. If you get a chance to look at that. You'll know the last five years, Walton Hills run volumes 100% increase. It's going to be something for us to look out at. Contract is up in 2027 with Walton Hills. So, if that trend continues, we're going to have to look into Walton Hills for more money once we negotiate that contract. And it's all listed in that report for you guys. So, I'm herefor your questions. **Hardin:** At that rate can we wait untill 2027? Is there any clause that we can renegotiate or is there any area that allows us to... **Tapp:** Brian raised the rates this year already. We do it by a percentage every year for contract. And we were set in that contract until 2027. And the cost could go back down, but the way the rates going right now. It's just been a double increase from Walton Hills. I mean it could change, those calls. That's just the trend, so we will start negotiating a contract probably next year for all of those. But it's just something to keep in mind. **Hardin:** Is your ambulance billing fund growing? **Tapp:** It's actually was off last year. And it's probably going to stay at least the same if not (inaudible) this year. **Nikolic:** I looked at the report and I saw you have EMS excluding MVA. What does MVA stand for? **Tapp:** A motor vehicle accident. **Nikolic:** We had 52 in Oakwood, is that typical, or is that up from something else? **Tapp:** That's just the nature of the call. It could be a motor vehicle accident. We get called out for people that have a chest pain on the road in a car. But we still call it a motor vehicles because we have to take so many vehicles there to protect the street. So it really just depends on the nature. **Nikolic:** Okay, so we have 52 excluding motor vehicle accidents. **Tapp:** Yeah, that's your normal basis. **Nikolic:** Okay, what's the typical problem with those EMS calls in Oakwood? **Tapp:** Mainly, most of them will get a lot of chest pain calls, some nursing home calls. A lot of it is just little things, people falling down and you go pick them up. **Nikolic:** Okay, thank you, anything else for Chief Tapp? Can we hear from our Police Chief?

Police Chief, Garratt| Garratt: Thank you, Madam President. I just want to make it clear that we're doing the teen driving rodeo again this year. What that does is we work with the Fire

Department, the rainbow babies' children hospital, and riches towing. It's some really great skills that new drivers get to learn. They learn specific things like road safety, including vehicle maintenance, impaired and distracted driving, navigating around semi-trucks, what to do if they're in an accident. A lot of kids don't, new drivers don't know that. And I don't just mean kids. Key safety procedures, how to jump start a car, how to change the tire on a car. A lot of people, a lot of adults don't know how to do that. So, this is a really good training for new drivers. It's going to be two hours long. It's on June 14th, from 10:30a.m., to 12:30p.m. There's flyers on the back cabinets. It's \$15, but then you get a \$25 gas card. So, that works out pretty good. So we do this every year, it just seems like it's growing and they're offering more things. And I just thought that's definitely some things that aren't taught as much anymore. There'll also be a Sydney car there. One Sydney car is it gives these new drivers a chance to get into a vehicle in a safe, controlled environment and see what it is to be impaired and how the thing reacts. It's pretty interesting. So again, it's going to be, June 14th, from 10:30a.m., to 12:30p.m., at the Levin's parking lot. We'll do it down there. You'll see all of us down there and it's a pretty good event. So, I wanted to make you guys aware of that and try to get as many people as we can. I had some updates on the road construction, but I prefer that Matt go over that, and that's all I have.

Matlock: I know this is not to you, but I didn't get an answer from it earlier. All those vehicles out in our parking lot. Is that parking not being rented to those individuals with those big motor homes? **Gottschalk:** Rather than having them on a residential drive and making it look pretty bad. We let them take them over here. **Matlock:** Some of those vehicles out there can't be working. I mean, I took a drive through there. You have tires flat, some of those vehicles been there for a while. You know, when people buy those motor homes. They basically should know that there's an ordinance on those motorhomes that they can't park them at their yard. Unless they have the room there to park them there. They also know that there are facilities where they can rent in order to park those motor homes, it's just like a boat. They should be able to take them there. If you want them to be here, then you should be able to charge them a small fee, because they would be doing it anyway. **Gottschalk:** They won't be here, but hopefully that much longer with the Police station going over there. **Matlock:** Right, because that parking lot is a mess out there, it looks like Sanford and Son. And I know our employees need to part our vehicles for the Fire Department need to park, our Police vehicles need to park; there's no room back there.

Gottschalk: I hear you. **Nikolic:** Anything else for our Police Chief? May we hear from Mr. Cheatham with SafeBuilt?

SafeBuilt(Building), Cheatham| Cheatham: We're continuing to try to get things up and running with the software. And as Mr. Climer mentioned, we need the fee schedule to be part of that. We're working on the code enforcement, trying to target the really bad areas. I've also we've been dealing with Ross, and also Mr. Climer, on some demos. And how we want to go about putting those orders on legally, so that they have some teeth in. That's basically it, we're issuing permits every day, we're getting more and more counter traffic, and getting quite a little bit of activity more than I expected, so. **Nikolic:** Any questions or comments for Mr. Cheatham? **Hill:** Hi, I know you created the original building permit fees for us and sent them over to us. And I know there were some changes. Were you part of those changes and what's your take on the changes that were made? Because I see the numbers, but I don't... **Cheatham:** So, Mr. Climer contacted me as he mentioned. In other parts of the ordinance, there were fees that were not part of the normal Building Department fees. But yet they're related, directly or indirectly, and we discuss cleaning it up and putting it all together. By repealing some of the old sections and

incorporating them in the new fee schedule. **Hill:** Okay, thank you. **Nikolic:** Anything else with the Building Department? Can we hear from our engineer, Matt Jones.

Engineer, Jones| Jones: Yes, good evening, so I'll start with just a brief update on the construction projects. Start with Broadway, that project is actually ahead of schedule. They are looking to finish up the current stage of work by the first week of June. Provided that the weather holds up. And at that point then, they will be switching to the other section. Which is the section in front of City Hall here, between Tryon and Pettibone. Once that section goes live, the one-way direction will be running away from the freeway. So, it'll be running from Tryon towards Petty bone. Traffic in the other direction will be detoured using Alexander and Fair Oaks. Also connected to that, Twinsburg is the lead agent on the project to reconstruct the Four Corners intersection, as we call it. Which is Broadway, Ravenna, Sheppard, and Richmond, where the four communities come together. That project is looking to begin towards the end of June. So, it'll start shortly after the adjacent section of Broadway finishes up, Then at that point, Twinsburg will be starting their work at that intersection. And then lastly, the Oakleaf project is also ahead of schedule. Although they have been shut down today and likely tomorrow due to the rain. But we're actually hoping the Mayor had mentioned that there would be another five or six weeks. We're hoping it will be less than that before they can reopen that southbound section. Because actually most of the concrete repairs are done. So, we're hoping within maybe two to three weeks they can get that open back up. So, we'll see how that goes, again, it's largely if the weather permit at this point. So, looking at the items that were on work session. I have two things that I'm hoping it can be advanced one of them is 2025-WS- 25, which is just to adopt the news, the updated zoning map. I know several members of Council have been asking for that to get updated. So, if you could at least get that out for a first reading tonight, I'd appreciate that. And then we've had discussions about 2025-WS-29, which is to authorize me to begin a Locally funded road program for this year. Which again will be Arbutus and the emergency repairs that we discussed on Oakleaf. Which is the section just south of the part that is being reconstructed as part of the current project. So, that would be from basically Waste Management. But actually, Oak Leaf Oval, south to Alexander Road. That project will consist of doing basically asphalt joint slab repairs. It won't be a full resurfacing, it's basically just enough work to get the road passable and drivable and safe. Until we can come in and getting some of the bad section repaired so that we can get the road safe. And then lastly, you should all have received the updated Roadway PCR Pavement Condition Rating chart. And as the Mayor has noted, he's looking for everyone to give feedback on streets within their wards. And again, this is an informational item, the chart that you see. You'll notice that it's ranked worst to best, essentially. You know, you can kind of get a sense of where certain streets in your ward or in other wards fall in relation to others. Ultimately, it's up to Council how much money they want to set aside and how many streets they want do at one time. But at least you have some hard data that you can use. This year Arbutus will go forward, it's already budgeted. We're recommending that you go forward with Milburn as well. As you can see, it ranks pretty high on that list. Most of the streets that rank higher than it has very little traffic or industrial areas. So, we feel that's a good target for a budget for 2026 or even later this year. But again, certainly don't need to have feedback today. But you have the data, and you know we can start thinking about it for when we talk about budgeting later this year. With that I'm ready for any questions. **Hardin:** Two things, I just would like to say thank you to the citizens of Milburn. It proves when citizens take action, that's when action occurs. So again, I commend you continue being involved. That being said, I

asked Tommy to look, I don't see Raynham on here either. That's number one, Tommy, did you take those pictures of those three addresses. **Haba:** Yeah, we mailed them to Matt just a few days ago, late last week. **Jones:** I did receive those late last weeks, yes. **Hardin:** Okay, and Matt, the reason I'm, rather than wait until it gets on the list, I'm not an engineer. So this is with, just from a lay person, it's the curb. **Haba:** They're all basically (inaudible). Can we get a price on that? Because the longer we let this happen, it's eventually going to affect the street itself. It's already affecting their curbs. **Jones:** Yeah, and that is something we can look at. Just so you know, catch basin repairs. That is potentially something we may be able to get outside funding for. I'd have to check into this, because I'm a little bit newer to working with Cuyahoga County on what they'll fund with storm water. But I believe community cost share dollars can be used to repair catch basins. Don't quote me on that, but I'm going to check in to it and see. I know that in other communities that I work with outside of Cuyahoga County. I've been able to use stormwater money to repair catch basins. So, we'll look into that. **Haba:** We just had one two weeks ago collapse on Glenshire. We're trying to order one, there's no numbers on that. We're in the process of ordering one. Because it's gone, we'll that one ourselves. We have done it in the past, up in the meadows and stuff, but you know, if you get a grant, yeah we can look at it. **Jones:** Yeah, we can look into it. And again, you know, there's typically there's something where we can work with it. In other communities that I've worked with. I've always worked with the Service Department, and we'll decide, like, certain basins are, you, know, pretty easy to fix. And maybe the Service Department can do those themselves. Others get a little bit more complicated and it's better to contract them out. So, we can take a look and, you know, come up with a plan of attack on it. So yeah, it's definitely something that's on our radar. **Hardin:** Okay, let's talk about Somerville. Mayor, I only have six more months in this chair. And you promised that we would have Somerville done, but now you're saying it's up to Council to allocate the money. That's where you are with that? Because, Tommy, in front of the Graves home. That has been a problem for years. That's ridiculous there, something has to be done. So, put that on the for catch basin work. **Haba:** I don't think we were up there a couple of years when I told Ms. Graves... You talking about the water that sits there? **Hardin:** Yes. **Haba:** With the flooding that happened last Friday, that did flood. **Hardin:** Yes. **Haba:** It went down, but what she has in her yard, and I told her at that time. We were there for a day trying to figure out what's going on, cleaning the pipes, and we get to her driveway. And she's got either a four- or six-inch culvert pipe under her driveway. And I told her that, and I said that's why she has water sitting there. Because you know, it's just way, way, too small. And they put that in when they put the driveway in. It's newer concrete, I told her we could put a bigger pipe in, but we'll cut her drive. And we're not going to replace her apron. **Hardin:** Well, she didn't call me and complain, but I saw it. **Haba:** But that's why she has the water sitting in her yard sometimes. And that water, last Friday, covered the whole street. Which it did in quite a few areas around town and receded. **Hardin:** Okay. **Warren:** While we're doing Broadway from Tryon... I just want to let you know that I don't catch the bus much in my life. But I caught the bus, and it was a torrential storm, rainstorm. Remember when we had the hail and everything coming? And I literally had to stand on the bench of that bus stop. Because the water had come from the street into the bus stop. And then even to the yard behind there, and there's a little tiny house on the corner there of Tryon and Broadway. That little house, there brown hose. There's a big puddle there, but that's theirs. But for the water to come off the street, even though I know it was torrential. But to come off the street into the to where you got to stand on the bench. Could you just look at the elevation of the catch basin or the situation in that immediate area? **Jones:** That would be part of the

construction. I can't speak for that... **Warren:** But they do not knowing it, is good for you to at least know it. So, that they can make an address, as far as... You guys are doing the topo and all of that anyway. **Jone:** Yeah, I can point that out. **Haba:** It might be past the new destruction that's already been done with the last phase, you know, four years ago. **Jones:** Oh, where exactly? **Haba:** Close to Tryon. **Warren:** Right on the corner of Tryon and Broadway, is the bus that (inaudible). **Haba:** But there were places you got to catch basins, which may help alleviate some of that. You know, they're going up to, you know, that veterans place, you know, where the new asphalt stops. So, they're doing all the catch basin, so that may alleviate some part of the problem down there. **Jones:** This is probably a situation where you had a rainstorm that exceeded the capacity of the system. **Hardin?** Back to Somerville, Mayor, can you direct/request the Engineer to give us a price on what it would take. Which we should have it on file since we've been promising it. Do you, do you have any figures on Somerville? **Jones:** I don't have any updated current ones. No, I would have to run a new estimate based on how, you know, costs are coming in currently. **Hardin:** Can we get that done, Mr. Mayor? **Gottschalk:** Yeah. **Hardin:** Okay, can we have it within a week or so? **Jones:** Probably not by the special, but by the next one, probably. **Hardin:** Okay, the next regular schedule meeting, okay, all right, thank you. **Hill:** I'm going to circle back to some requests we made on February 11th that we still haven't received. It's just a second but thank you for this PCR. We talked about that in February as well. And we're waiting on that so we can make some budget decisions to address the streets. I see the streets and I see PCR points. What does that mean? I don't see a legend here. What's the key here? **Jones:** PCR is a formula that is used by the Ohio Department of Transportation. And basically, it is a complicated formula that takes a look at a number of different types of distress on streets. And it takes into account rideability, deterioration, a number of other things, and I apologize, but I don't know them right off the top of my head. But basically, just so you know, understand what the process is. Chagrin Valley staff drove every street in the Village, and they have sort of like a score chart. And they marked what's one through five, does it meet this, one through five does it need this, works the best. And you make all these notes, depending on, you know, and it's different things, depending on the type of street, whether it's asphalt or concrete, or asphalt over concrete, you know, it's a different criteria for all of them. And the PCR ranking then basically averages those values out for a segment of streets. You'll notice on the list there's some streets that appear twice, like for example, Suwanee. There are actually two different entries for Suwanee. The section from the closure at the east end of Lamson Road. Then the other section, which is the part off Kentucky. The part off of Kentucky is in much better condition than the part of Lamson. So, we split those into two segments. So, you'll see that occasionally on the street. Varies in condition from one end to the other because of maybe if one portion was done earlier or something like that. So again, long, and short of it, it's a formula that was I don't know if ODOT came up with it. But it's the formula that ODOT uses and that's the standard that we typically use to rate residential streets. And give sort of apples-to-apples comparison to one street for another. **Hill:** Okay, so that was my next question. So, when you see a street multiple times. It's not that you would do it separately. You're just saying this piece looks different, it's rated differently than another piece of that street. **Jones:** That's correct. **Hill:** So, my next question is, I'm looking at this and I see the PCR points. Can you tell us because we need to make budget decisions. So, I see these first 10 streets or first 15 streets. How long does it take you to assess the street and get us an estimate? So, that we can determine how many of these streets we could or couldn't do, and also plan for future years? **Jones:** Yeah that's a little bit more challenging. Because you know every street's just because the PCR is low doesn't necessarily

mean... Like say for example, like Blackburn and First Place are two very different types of roads, right? They have similar PCR ratings, but... Fixing those two roads will cost a dramatically different amount of money. Blackburn is narrower, it has a shallower base. Whereas First Place is a concrete road that's going to require concrete repairs. A length of First Place and the length of Blackburn, First Place is going to cost twice as much.. You're going to have variations like that all the way through the list. I would first need some direction from the Administration and Council about where would you like us to focus and we can kind of narrow it down some. If you told me that you wanted us to do an estimate for the lowest 15 streets, yeah we'll do that. **Hill:** And that takes you about how long? Just give me a tops number. **Jones:** Each street is a couple hours of work. If you're going to have me do 15 streets, I'd probably have to put someone on my staff on it for a week to a week and a half. **Hill:** Okay, and so then I wanted to circle back to... I see in 2025-WS-29 there's some combining of different road projects. What we had asked for was an estimate on Arbutus, which I can't pull out. **Jones:** Yeah, so I lumped it together as \$165,000 total is what we're estimating it at. And that's inclusive of engineering and all expenses that would be needed to do the project. There are contingency items in there as well. Approximately \$50,000 to \$70,000 of that, so as the Mayor noted that's the number that we're looking at. Arbutus is about \$100,000, maybe slightly less. **Hill:** Okay, thank you, we talked about cities such as Brooklyn and Brunswick. That have actual plans in place where they set money aside for roads so that they can repair their roads ongoing and have a plan for it. And you said you shared some legislation or their plans that you could get access to. Are you still able to provide that to us? **Jones:** Yeah, I mean, Brunswick's I'm familiar with because I've actually put it together, essentially, for them over the years. You know, it's... It's really kind of, and I think I mentioned this before. It really kind of varies year to year based on how much money the municipality wants to set aside, you know. And a lot of it has to do with, you know, other needs that they have, what their financial projections are. And it's really just an internal decision, you know, about how much you want to set aside for the effort. **Hill:** So, Brunswick doesn't sound like they have a specific plan. Brooklyn, I know, has legislation in place where they set aside a specific percentage based on their revenue and just what they've agreed upon. **Jones:** Right, so Brunswick kind of varies year to year. Brunswick does have a road levy, so that amount of money is automatically set aside every year. But it only covers a small fraction of their needs. Their road levy generates approximately \$800,000 a year, but this is for a city of 35,000 people with a lot of deferred maintenance on the roadways, every bit of deferred maintenance as Oakwood has. So, they're playing catch-up out there as well. So, they vary based on just how, basically they put pretty much every available dollar they have... They put towards roads, after filling all their other, you know, true needs that they have in other departments. Most of their discretionary money they put in towards roads. **Hill:** Okay, the other request was for you to share an estimate for the rest of Tryon Road's walk path. Which you said you could do based on somewhat of the cost before. **Jones:** Yes, and I don't have that yet but I will soon. For sure we need to, because I know there's interest in trying to get at least the section from Jean to Glenshire done soon. So, that part for sure I'm going to take a look at. And I want to take closer look at the conditions out there and find a way to do that in the most economical way. The section from Glenshire to Richmond we've talked about, that's going to be very expensive because there's a lot of work. **Hill:** Okay, so we talked about that at the beginning of February. When do you think you can have that so we can kind of include that in our budget conversations? **Jones:** Definitely plan on having the first part done by the next meeting. The rest of it is going to be, it could potentially take a little longer. But certainly in time for you to have discussions about it.

Whatever your budget discussions start happening. I'll be sure you have that information. **Hill:** Well, we need to start addressing now in this budget cycle. **Jones:** Yeah, certainly that first part, I'll get you that. **Hill:** My last thing is Ward 1 has some questions about, and this is for you and the Finance Director, but I know it kind of receives your time. There was supposedly some money from when their development began. That was set aside for streets to be done. There were some questions around if that money was already used, when it was used, what line item it was in, was there any money left over? Because their streets are starting to deteriorate and they did not want them to get to the level of some of our other streets. And then you were going to get us an estimate on their surface treatments for some of those Ward 1 streets. **Jones:** Yeah, I'm going to have that as well as part of the upcoming budget discussions. Because that's something that I am going to make a recommendation that you take a look at doing some preventative work on some of your asphalt roads. Certainly, the streets in the Meadows would be candidates for that. As far as if any money is set aside for it from the development period, I don't have an answer to that. And I'm not sure that I'd be able to answer that. **Hill:** Finance Director do you recall? **Thompson:** I can't recall, I could look into it. **Hardin:** I can remember when we did the budget, Madam Chair. It might have been by ordinance, and you helped me with this Brian. And maybe you remember, Johnny, every year we had the Engineer make this list. And we always had money set aside at one point in time and this was done annually, automatically because we had the funds. So, I encourage the process to create a line item using a percentage of the budget every year. So, that we don't get back in this. And so, the fact that you're pursuing it Madam Chair is excellent. So, don't let up on that, it will save us having these issues again. And finally, the lighting on Tryon Rd., I don't know if it's the Service Department or Engineering. We're going to light up those streets. We're going to have a walkway there. I would think you're going to need additional lighting. Because it kind of encourages people to walk. Am I right or wrong? Do you think there should be a survey done to verify that it's proper lighting on that road? **Jones:** I mean that's really, that's kind of up to the Village as to whether they want to receive something like that. I mean, having a separate pedestrian facility doesn't automatically trigger the need for lighting. The idea is people are probably walking on the street now, they'll be safer walking on a path under current lighting conditions. **Hardin:** Okay, all right, it was just a thought. I'm not proud of it, but I have driven down that street and I almost hit someone twice, it was bad. So, now that we're having the walkway, maybe that'll solve the problem. **Jones:** I would agree. **Hardin:** Thank you, sir. **Matlock:** I really appreciate you looking at this walkway going up to Glenshire. When we go to Glenshire, I'm just noticing, I am grateful already. But just going up the Glenshire, but there's just a little small piece that takes it right there to Oak Hill. Since we are not going down the other way, just to finish this off. Just in case we do decide that we want to go down Richmond one day, then that portion would be finished. **Jones:** I know where you're going with this. We can take a look, we can add, do sort of an add alternate price to see like how much extra. **Matlock:** Okay, that that's what I was asking. **Jones:** Honestly, I haven't looked closely at the condition. I know it's a short section, but I haven't looked closely at the conditions there. So I don't know if there's anything visibly in the way. **Matlock:** I don't think so. **Jones:** There probably isn't, but until I look at it, I don't want to say for sure. **Matlock:** Most of our problems are going to go from Oak Hill on down to Richmond Road. That's where our issues will start being challenged. Sizemore: There's a creek. **Matlock:** There's a creek, but that creek don't really come through that way. I'm not for sure, but you know, you said you're going to look at it, thank you. **Nikolic:** Thank you, Matt, if there's no other questions for our Engineer. May we hear from our Interim Recreation Director?

Rec Director(interim), Gaither| Gaither: Thank you, Mr. President. At this point, we're looking on completing the calendar to bring some exciting events to everyone in Oakwood. Currently, we continue to have the senior luncheon every Wednesday. Exercise classes have begun on May 4, Monday, Wednesday, Friday, morning from 10:30a.m., to 11:30 a.m., and Tuesday and Thursday from 6:30p.m., to 7:30p.m. We have limited exercise equipment that we want to make available for the residents to access. We have an elliptical, total gym, weights, and stepper. And we want make that accessible to the residents. As the Mayor had already mentioned, we are in the process of finalizing the events for the summer program. And announcing registration for the Oakwood children and the children of the grandparents in Oakwood. Recreation is putting together a Wild Wild West event, which will include prizes for the best dress and bull riding. We will release the information on that as soon as the Mayor has the opportunity to approve that with the details. We will be signing up our seniors up for the Senior Farm Market Nutrition Market Program that is available through the AG Ohio Gov in Cuyahoga County. We also would like to be able to transport our seniors to some of the locations that are participating in there. And we're also trying to get some of participants to come here and bring their produce to the Community Center if at all possible. I'm working to partner with the Cuyahoga County Library to provide computer lab classes. I've been getting calls in about that. So, we want to be able to get the instructors to come to our facility. So, I would need some help with the IT to come in and look at the computers that we do have already in the room. And set it up so when they come out they can see that we're waiting for them and not them waiting for us. Representatives from Case Western Reserve will be meeting with our seniors to discuss how to cope with Alzheimer's disease and possible treatments available for that. So, if you can give me the time to attribute myself to the position. I'll be able to answer questions at a later date, and that concludes my report. **Matlock:** Ms. Gaither, Case Western Reserve when they come out, Department of Aging. Is there something that you can do to set up a class for individuals dealing with parents or older members that have Alzheimer's or dementia. Just see if they have some type of courses because now we are in the midst of raising our parents who may come up with that disease. And some people just need to know how to pull it. **Gaither:** I'll speak with the representative. **Nikolic:** Anything else? Ms. Gaither, I was curious about the room you intended to use for the computer classes. Because there was, for the summer, a reading program. And I talked to Tommy about the rooms in there that we could use for the reading program. So, which room were you attending? Because the one that was a senior lounge, we were going to convert for the reading programs. Which room did you have? **Gaither:** That's the one I thought to use. It was used prior for a computer class. I thought we'd use it again. **Nikolic:** Mm-hmm, okay, well we can, let's discuss because we had you know, we had already planned to... **Haba:** I thought both of you could, I thought. But we could all just talk about it, but I thought both parties could use it. **Nikolic:** Okay, well it would be a totally different setup, so we could discuss it. **Matlock:** Have that room been discussed with Council? For a reading room for kids? **Nikolic:** Well, I spoke with the Service Department, the Mayor, and they said it wasn't being used for anything, so... **Matlock:** We'll talk about it later. **Nikolic:** There were no computer classes going on, and there was a discussion of two different rooms. One that Tommy mentioned could not be emptied out, and then that room. Anything else for Ms. Gaither? Moving on to agenda, item number seven, Ward reports.

Ward Report

Councilwoman Matlock: No report at this time.

Councilwoman Hardin: No report at this time.

Councilwoman Hill: No report at this time.

Committee Report

Health Care Committee

Councilwoman Hardin: No report.

Utilities Committee

Councilwoman Matlock: No report.

Environmental Committee:

Councilwoman Nikolic: Environmental, just like to report out for Earth Day. On Earth Day, we had over 80 residents come out and get trees. They came out, they signed up. A big, big, thank you to Councilperson Matlock. She manned that line like nobody's business. And we got all of the signatures and the types of trees that the people received. So, we'll try and follow up with them as the trees grow. First Energy is on task to give us a hundred more trees next year. So, be mindful that that's going to happen next year as well. The electric car show was great. The dealers that participated are very excited to come back in the fall and do a ride and drive with even more vehicles, so look out for that. Also, a new resident in the community sent an email saying that she was a new resident and she was so excited by the Earth Day. She even- suggested a new activity, a biking event during that period or just within the community. A bike Oakwood where we like a family ride. I sent over some information to the Chief and Captain where we can maybe find a route. Where we could do the ride and in addition to that, a bike drive. I've been contacted about a lot of bikes that we can recycle and fix. So, getting all of the bikes that have not been used and getting them fixed and getting them out to the community. If not in this community, other communities, but doing a bike ride, that would be on the books for next year. So that concludes the environmental report.

Economic Development/Grants Committee

Councilman Warren: No report.

Tax Incentive Review Council Committee &

Finance Committee

Councilwoman Hill: Finance committee we should be sending out a notice very soon for you all to have the dates for the next Finance Committee meeting.

Nikolic: Thank you Council, moving on to agenda item number nine.

Open Floor Comments

Sharon Macklin, 7473 Oak Hill| Macklin: First of all, I want to apologize to Council about the third. It was cold and raining, I didn't bring my hot dog truck out as people call it. But it's not a hot dog truck, it's a soulful truck. And I just want to apologize and let you know if you need me, you know my truck's available. I usually don't stand people up, but when you get so old. So, when you, after you get 35, it's colder than rain and you don't realize it. And second of all, I need you and your guys to keep an eye on 7290 at the Moore's. Because I don't know what happened there, she's not there anymore. He's there, but his nephews or grandkids or whatever are coming in there and they have two rottweilers and two big pit bulls. And what they're doing is, they're bringing them near, and they had a thing in the backyard that they put up with they are mating them. That is right at the park, if somebody's at the park and one of those dogs to get out what's going to happen? But they're bringing those dogs in there and you're leaving them for a couple of days at a time, but they're not there. So, if the dogs get loose, then what? So, if you guys could keep an eye on that for us, we really would appreciate it, that's all I have.

Vazia Williams, 7535 Hickory Road| Williams: The subject I wanted to discuss today is actually prayer. I know this is a place of church and state is separated, but it's something I wanted to bring up. I do have this box here. I'm offering it to anyone, just if you need prayer. Our nation, our country, we're going through a lot. Everyone is going through personal things. And so I have a little pieces of paper in this box I'm offering it to anyone here. There's also a number that I have that anyone can text if you're going through something. Or if anyone in your family is, I'd be more than willing to pray for you. I don't know if it's an option to put it in the community newsletter letter for the number. But that is what I wanted to bring up. I will bring this box with me to the Council meetings. If I'm able to, I can set it up at the back, and anyone can come to it and write or text for a prayer. And so that's what I want to offer my community, thank you.

Nikolic: Law Director, do you see any issue with the box being here, or do we need to place it anywhere specific, or is it fine if it's here? **Climer:** Um, no, there's no problem.

Nicole Good, Ward 5| Good: I wanted to say a thank you to Mr. Haba. Every time we talk, he is right here on the spot. We have a hole starting to develop in the street. I looked out the window, I didn't think we hung up off the phone. And the men were there, so I'll take that. In addition to, at the end of North Lane, we have a growing tire mound that's being dumped there. So, we were wondering if we could get a security or surveillance to see who is dumping the tires. So, that our neighbors are not acting like vigilantes. And trying to stop and get in the middle of some mess they may not be involved in. **Haba:** I talked to the Police Chief, and I did email the Illuminating Company, it's on their property. They have a new representative for this area. And I emailed them late last week, but haven't heard back, I'm sure I will, or I'll email them again. **Good:** Madam President, Earth Day was a success everybody had a good time; the drum circle was great. Ms. Gaither, thank you for your efforts. AMP, the Field House, for clarification, we were offered free days, but we don't have it in writing. And when we went to the day for the open house, we were given just some days out of the air. So before I go and push and get on the calendar. I wanted to make sure that this wasn't a friendly, just something to Kumbaya the situation, or was this actually in writing that we actually get these days? **Gottschalk:** We're going to have a free day once a week on the day that is going to be chosen. **Good:** So, what the owner told us was, he gave us Sundays in May. He said he does not have dates after May, but

they're all Sunday between the hours of 10 a.m., and noon. That is a time that has a conflict with the demographic of the youth. So I wanted to know, is it in writing, do we have say?

Gottschalk: What day it's going to be chosen? That will be a free day every week until things change. But you're always going to have a free once a week on Sunday. It isn't going to change every week or every two weeks. **Mr. Good:** So, the day is going to rotate, the day's going to

change? **Gottschalk:** I would expect, as they're handling their own company affairs, they'll change, not in the summertime. So, I'll be looking for something within the next couple of weeks. **Hill:** To answer your question directly, no, it was not in writing when we proceeded with the contract. **Hardin:** So, what are they supposed to do, keep going until they find out? Since it's coming through the Administration. Can you give us get the neighbors that firm date?

Gottschalk: Yeah, within two weeks we'll have something. **Hardin:** Okay, they'll have a firm date, it won't rotate, and it'll be more than two hours, not a church time. **Gottschalk:** I don't know what the arranging was, how many hours, but... **Hardin:** Well, they can't offer them something that they can deliver.

Mr. Jackson, Resident| Jackson: Now I'm going to get off this a little bit. We've been talking about a lot of good things, a lot of important things, and I'm happy about it. I talked to the Mayor, I didn't want to say anything, but I talked with the Mayor. The Mayor and I got to some agreement here. I talked to him quite a bit lately. And I like that because you know, he and I use to talk a lot. But looky here, a lot of y'all have some subject, this subject you might not like. I'm a very neat person, anybody ever been to my house? When I come through, I like beautification. I'm person who likes beautiful things. Beautification, I like that long to be beautiful. The Mayor has done an awesome job. You don't have to look down, you have. If you didn't, I'd be telling you, you didn't. I don't care, look here, when I come down, when I go through Broadway here, it used to be beautiful. It is still beautiful, but we have more dandelions in our flower bed. Did y'all notice that? Did anybody notice that. This is ridiculous, you live in a neighborhood, you know what happens when you live in a neighborhood that's not cared for. You know what happens? When you resale your house, and that goes down too. Everything that's not beautiful drives the profits down in house. Did y'all even know that? That's why you're hollering when you hear they are only giving two hundred something thousand bucks. That's all it's worth when everything else around it looks terrible. We need a beautiful flower bed; these flower bed got more dandelions in them than... Do anybody around here think them flowers?.. I'm ashamed of that! I am ashamed of it! I'm just ashamed of them! Get your butt up and do some work. I can't believe it. I'm sorry, I'm so animated about that. Y'all are laughing but it's important. I'd laugh and itch him. Ok, now another thing, I guarantee you Waste Management is happy. You know why? I go to other people's houses. All you see is a garbage can in the front, on the side, big old garbage can. That doesn't look good, it looks stupid. Got big old garbage in the side yard. Does anyone know anything about the garbage cans? **Gottschalk:** We're going to let the housing inspector take everything out. They're not going to be able to put him on the side of their yards. **Jackson:** I like it, Mayor, but I am serious, people. Get going with this, make the city look better. You talking about putting roads in. You know what? You putting the road down through dandelions. That's like Cleveland putting in new streets and the houses falling apart. Maybe I need to run for some office because I can get things DONE!

Nicole Good, Ward 5| Good: In light of the transitioning of our Recreation Department. We wanted to share some ideas. So, when we're looking at making our person permanent, we have

been heard. So, this is for the residents and Council, I'm going to fast forward through a lot for time purposes. And if you would like to reconvene and bring us back when it's not crunched for time, then I will do so. This is the image that I want you guys to keep in mind that this is the intersectionality of our community. We are five wards coming together with our activities, not just social, but social-emotional, for health, physical, mental, together. I did some digging into some numbers. When you look at the Village as a whole, we have about 15% who are between pre-KK and grade 12. Our working numbers, our working sector is about 47%, and then the rest are about 38% are our retired residents. We have 44% of our residents are white, and 47% are black, 52% are male and between the ages of 18 to 64, 48% are women. We want to make sure that our, and I'm going out of order here because of the time. When we put together our activities, going back to our youth right now. We want to give them opportunities for public speaking. That the activities are year-round. That there's community service and intergenerational connections. This is based on the national Association of College and Career. These are the things that the workforce readiness and first-year seminars are looking for. What I would like for us to do is to update our point of view of what recreation looks like. These numbers are not real. But I had to put numbers in to make the charts move. What I would like to suggest is that we start collecting metrics. So, that we have something to go back to our district to say, hey, our summer camp is of value. Because our numbers scores bumped up here, or our math scores bumped here. Or our proactive or preventative measures for conflict resolution went here. This can also include our community stakeholders, surveys. Again, these numbers are not real, but I want to make sure that when we are sitting down to come up with our programming. That we're including the men, the women, the retired, the working, our English as a second language, our religious group, things of that nature. Some workshops that we can have. We know that athletics moves the needle with our children. These are workshops that we can now right here and invite the community. We have a community that we live in the middle of here instead of us going there. This landing point is just a chart showing which number of our residents are leaving out of the city to go to other cities for activities. For example, we were one of them. We left and we went out for fencing, okay? Not a bad thing, but if that's something that we need to collect data on what we're looking for to stay home. Then these are things that we get to consider. Return on investment, again, not real numbers, but we want to make sure that we're looking at if the activities that we are putting out is the attendance reflecting actual members or residents of Oakwood and the summer enrichment. What are we looking to put in to make that we getting our matriculating or rising grades to the next grade to get where they need to be. Not enough! But the enrichment program during the summer, our out of school time programs, are very important. These are our current ratings in literacy and math here in our district. They are truly upwards, but they are still very low. So, we want to make sure that we capitalize on those times where we are out of school. That we have not just something to do, but something of value and something of depth. That students can take back into their grades, into their class, into their schools. This was an interesting poll, we know that there are, there are researches that are taking place in regards to crime going up. And we want to make sure that we are looking at, and this is just, this is three from students. But we want make sure we include that into our survey to make that these numbers stay here. **Nikolic:** Does the Council have any comments or questions for Mrs. Good? **Macklin:** There was a survey done on how many students out of each district is in the school system? Did you know there's only 75 Oakwood students left in Oakwood? **Good:** The number is also penetrated by homeschool as well. **Nikolic:** And private school. **Good:** And private schools, yes. **Macklin:** So, that means 75 students all together in Oakwood between

private school, home school, high school. **Gottschalk:** The numbers I have are, for 12th graders there's 17, we're talking 17 12th graders. There are 16 juniors, and 9 sophomores, and so that 17 is already graduating at the end of summer. So, the numbers are continuing to drop. And those are the official numbers from the school. **Hill:** Thank you for your time.

Floor closed

Legislation

Climmer: Proceeds to read legislation:

2025-02 **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.**
Introduced 1-28-25
By Councilwoman Hardin
1st read 1-28-25
2nd read 2-11-25
3rd read 2-25-25
Tabled 2-25-25

2025-17 **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**
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

Motion to remove 2025-17 from the table made by Hardin seconded by Warren

YES VOTE: Nikolic, Warren, Hardin, Matlock, Hill

MOTION PASSED

Motion to defeat 2025-17 made by Hardin seconded by Matlock

YES VOTE: Nikolic, Warren, Hardin, Matlock, Hill

MOTION PASSED

2025-WS-25 **AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF OAKWOOD**

Motion to move 2025-WS-25 to the agenda made by Hardin seconded by Warren

YES VOTE: Nikolic, Warren, Hardin, Matlock, Hill

MOTION PASSED

1st read to become 2025-27

2025-WS-26 **AN ORDINANCE ESTABLISHING REVISED FEE SCHEDULES FOR BUILDING
DEPARTMENT PERMIT FEES AND PLAN REVIEWS AND DECLARING AN
EMERGENCY**

Motion to move 2025-WS-26 to the agenda made by Hardin seconded by Matlock

YES VOTE: Nikolic, Warren, Hardin, Matlock, Hill

MOTION PASSED

1st read to become 2025-28

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

Motion to move 2025-WS-29 to the agenda made by Hardin seconded by Warren

YES VOTE: Nikolic, Warren, Hardin, Matlock, Hill

MOTION PASSED

1st read to become 2025-29

2025-WS-30

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$1,335,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF (i) IMPROVING STREETS AND ROADS IN THE VILLAGE BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING, CONSTRUCTING STORM SEWERS AND RELATED FACILITIES AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, (ii) ACQUIRING, REMODELING, RENOVATING, FURNISHING AND EQUIPPING A BUILDING TO HOUSE VILLAGE SERVICE DEPARTMENT FUNCTIONS AND IMPROVING ITS SITE, (iii) REMODELING, RENOVATING, INSTALLING LIGHTING AND OTHERWISE IMPROVING THE VILLAGE'S COMMUNITY CENTER, (iv) ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES, (v) ACQUIRING SOLID WASTE AND RECYCLING CONTAINERS FOR USE IN REFUSE COLLECTION AND (vi) RESURFACING FORBES ROAD FROM NORTHFIELD ROAD TO BROADWAY AVENUE IN ACCORDANCE WITH PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY

Motion to add 2025-WS-30 to the agenda made by Warren seconded by Matlock

YES VOTE: Nikolic, Warren, Hardin, Matlock, Hill

MOTION PASSED

1st read to become 2025-30

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

YES VOTE: Nikolic, Warren, Hardin, Matlock, Hill

MOTION PASSED

Enter executive Session at 9:16p.m.

Exited executive Session at 10:09p.m.

Motion to adjourn made by Hardin seconded by Hill

YES VOTE: Nikolic, Warren, Hardin, Hill

MOTION PASSED

Adjourned at 10:09p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council

**VILLAGE OF OAKWOOD
SPECIAL MEETING MINUTES
2025-5-19**

ATTENDANCE

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

Brian Thompson, Finance Director
Dave Tapp, Fire Department

ABSENT

Ross Cirincione, Prosecutor
Matt Jones, Village Engineer
Daniel Marinucci, Chief Bldg. Official
Carlean Perez – Recreation Director
Mark Garratt, Police Department
Johnnie Warren, President Pro Tem

James Climer, Law Director
Sam O’Leary, Assistant Law Director
Gary V Gottschalk, Mayor
Tom Haba, Service Director

** Arrived after roll call*

Meeting opened at 6:30am by Nikolic
Pledge of Allegiance
Roll Call taken

2025-26

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF ROBERT C. TOWNSEND II

Introduced 5-19-25
By the Mayor and
Council as a whole
1st read 5-19-25

Motion to suspend 2025-26 made by Hardin seconded by Davis

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

MOTION PASSED

Motion to adopt 2025-26 made by Davis seconded by Hardin

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

MOTION PASSED

2025-28

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

Introduced 5-13-25
By the Mayor and
Council as a whole
1st read 5-13-25
2nd read 5-19-25

Motion to suspend 2025-28 made by Hardin seconded by Davis

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

MOTION PASSED

Motion to adopt 2025-28 made by Warren seconded by Davis
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Hill
MOTION PASSED

2025-30

Introduced 5-13-25

By the Mayor and
Council as a whole

1st read 5-13-25

2nd read 5-19-25

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$1,335,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF (i) IMPROVING STREETS AND ROADS IN THE VILLAGE BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING, CONSTRUCTING STORM SEWERS AND RELATED FACILITIES AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, (ii) ACQUIRING, REMODELING, RENOVATING, FURNISHING AND EQUIPPING A BUILDING TO HOUSE VILLAGE SERVICE DEPARTMENT FUNCTIONS AND IMPROVING ITS SITE, (iii) REMODELING, RENOVATING, INSTALLING LIGHTING AND OTHERWISE IMPROVING THE VILLAGE'S COMMUNITY CENTER, (iv) ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES, (v) ACQUIRING SOLID WASTE AND RECYCLING CONTAINERS FOR USE IN REFUSE COLLECTION AND (vi) RESURFACING FORBES ROAD FROM NORTHFIELD ROAD TO BROADWAY AVENUE IN ACCORDANCE WITH PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY

Hardin: For the record, we have the bond Counsel here. And I don't know if everybody was here when, if I'm not mistaken, he made the statement. How much has to be paid per year over the next five years to meet our obligations? How much? Just a question. I can ask the Finance Director, or you. **Stuczynski:** So good evening, Matt Stuczynski, I serve as the city, as the Village's municipal advisor. Good to see you all again, thanks for meeting this evening at the special Council meeting. And I may have hesitated last week when you asked that question. Only as much as I think Council should now have a list of all the improvements. They go back to 2009, 2010, 2011, as I mentioned previously. Ohio allows you to roll notes for no more than 20 years. Those notes issued in 2009, 10, and 11, which for the most part were street programs. Need to be paid off in 20 years which would presume 2028, 2029, 2030. And that's about a million one of the total notes outstanding. So, I mentioned that we need to pay off those. There's a small component of the outstanding loan, about two, \$300,000, that was issued in 2018, 2019, and 2020. That can stay outstanding a little bit longer. But it doesn't make sense because those projects, again, should be, were never intended to be financed over 10 years. They were intended to be finance over four, five, or six years, not 10, or 20. So, I said it would be ideal to have these all paid off in the next five years. Applying about a million, about \$250,000 a year for the next 5 years to try to redeem all these notes. I think that's a good goal, it's not mandatory. But you'll need to do no less than \$200,000 per year for the next 5 years. And a little bit more than that, at a minimum, just to get rid of the ones that were issued in 2008, 2009, 2010, and 2011, because those are most certainly going to be rolled through on, and we can't go beyond 20 years of it. So, \$250,000 is optimal, no less than \$200,000, or \$225,000 a year for the next five years. **Davis:** On our papers, the earliest date is not there. I don't see no 2008, do you have a 2008? **Stuczynski:** I do. **Davis:** There's 2009. **Stuczynski:** I'm sorry if I mistakenly said 2008, 2009 was the first one. There was street program 2009, 2010, 2011, you're correct. I was looking at 2018 for some reason. **Nikolic:** So, if we could get a little bit more detail on the specifics of the programs. Because as we go down the list. We don't have to do it now, just when you resubmit. Recycling improvement, real estate improvements, street programs. Now we're looking at which streets we want to do. It would be nice to know if they were any residential streets in there, or not. But just so we have more clarity on what's been done and what we're paying for currently. Just a little more details. The community center improvements, that would all be helpful, because I just don't know. **Hill:** So, for the record, all of the legislative numbers are in there. You can ask the Clerk

to pull them so you can review what legislation was passed in connection with those bonds and notes. **Nikolic:** Okay, it's more detailed in there besides just the note and the bond. **Stuczynski:** It will describe it similarly to the way it's described in this piece of legislation. You wanted to see the actual streets that were improved. **Nikolic:** Are the streets in the legislation? **Stuczynski:** The streets are not in the legislation. You would have to go back and look at what was bid and what was completed for each of those note issues. And align the appropriation, the purchase orders, and invoices. For how those dollars were spent going back to those individual years. That's not in the legislation; the legislation is broadly crafted to give you authority and flexibility. But there's generally a list of streets that frames the scope of the project. But sometimes it can go a little bit beyond that if there's extra money. For example, if you intended to do five residential streets. And for whatever reason the bids came in less. You likely could do six residential, the legislation doesn't list a specific street. That's intentional by design by bond counsel who prepares this legislation to give you flexibility to extend the program. As long as it's similar in nature. You can't go use road program proceeds to build a community center. Or you can't use a community center to buy equipment. It's designed to be flexible enough within the confines of the legislation. But the details of that would you have to research each of those individual expenditures throughout those years. Sometimes it crosses over two years as well. So, if you were to bid something and start the program in 2009, it may not be finished until 2010. **Nikolic:** Okay, I'll research with the Finance Director and the Engineer at a later date. Any other questions or comments for Mr. Stuczynski? **Davis:** The 2009, 2010, 2011, you said we had to pay, what is the minimum we have to pay? **Stuczynski:** You should have no less than \$200,000. And ideally \$250,000 should be paid each year for the next five years to try to retire this note in its entirety. Keep in mind, we'll have a million three outstanding at this year. \$250k plus interest, we're trying to cover \$1,250, we're close to... Being done in the next five years if we pay \$250,000 a year. It might be a little small leftover but those would be likely the notes that were issued in 2018, 2019, and 2020. And you have some little bit of flexibility to retire them entirely or let them extend maybe another year. **Davis:** The other question I have is if we retire them with \$250,000, or whatever. What savings do it save us? I mean, what is our interest that we would be saving? **Stuczynski:** Yeah, so generally speaking, in the current interest rate environment. These notes are being sold at about 4%. So, on a million dollars that's \$40,000 worth of interest that you're paying. Plus, there's fees involved in this, and that's why we get down to a small number of a note. \$250,000 or even a half a million, there's costs involved in it that don't make sense. If we have the wherewithal to retire it earlier than five years, we're not going to issue it. And I'm not going stand and say you should issue a note for \$75,000. And incur \$25,000 worth of fees, no sense to that. So, if we can, we are going to try to push this and accelerate the note retirement. So, we can eliminate some of these notes earlier and not have these small note issues outstanding. Does that make sense? **Davis:** Mr. Thompson, do we have the money in our funds to pay the \$250,000, or \$200,000? **Thompson:** Yes, we do, and I scheduled an ad for this year to make the payment. **Davis:** For the next five years or just for this year? **Thompson:** Not the next five years, but it's in its appropriation, but we'll have it. **Davis:** For the \$250,000, or the 200,000, which one? **Thompson:** \$250,000. **Matlock:** This maybe a redundant question. How much was the actual monthly or the yearly fee charged a year? How much is the actual cost? **Stuczynski:** Cost for issuance last year was about \$20,000. **Matlock:** Okay, so for each year with like \$20,000. **Stuczynski:** Correct. **Matlock:** Okay, so now we're going to go up \$230,000 additional? **Stuczynski:** So, last year you paid off \$160,000 on this note. I'm suggesting that we try to elevate that to \$250,000. **Matlock:** That's what I was saying. So, it was basically \$160,000 a year, plus interest. But we're going to elevate it up to \$250,000 a year, the minimum is like at least \$225,000, or \$200,000. **Stuczynski:** Correct, we need to pay that much off. And we may

need to do more if we want to avoid some of these fees that are associated with the note issue. We'll have to see, we'll have measure that. The good news is by way of the fact that this is issued as a one-year note. We get to revisit it every year and make a decision on how much to retire. But it has to be no less than \$200,000 and opt to meet closer to \$250,000. **Hardin:** Brian, do you recall several years ago I asked for and received every year the spreadsheet. Do you remember? We used to get that. **Thompson:** The amortization schedule, yes. **Hardin:** Did we get it this year? **Thompson:** Oh yeah, we'll get it, we'll update it when we make this payment. **Hardin:** I encourage my counterparts to make certain every year that you look at that spreadsheet. And keep these notes in mind what the explanation you just received. And Brian, I suggest... A footnote be on that spreadsheet. Reminding future council people of this conversation. It would be very helpful, especially someone new coming into Council. To understand where we are and what we need to do at least over the next five years. That would be helpful. **Thompson:** Yes, I agree, and will add to the spreadsheet. **Hill:** I'm going ask that you return and provide another session where we can go deeper into bonds and notes. So, we have a better understanding than just trying to get the legislation through. But also, as we have new Councilmembers, if we could ask you to come back and just... You know, we get the spreadsheet, and you see the number that has to be paid. What's not said is what has to pay by when and why. And so that will be helpful because we have to have an outlook on our finances over future years and not just in the moment. **Stuczynski:** 100% reasonable, happy to do it. **Hill:** Thank you. **Nikolic:** Anything else for Mr. Stuczynski?

Motion to suspend 2025-30 made by Warren seconded by Scruggs

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

MOTION PASSED

Motion to adopt 2025-30 made by Warren seconded by Matlock

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

MOTION PASSED

2025-31

Introduced 5-19-25

By the Mayor and

Council as a whole

1st read 5-19-25

**AN EMERGENCY SALARY ORDINANCE SETTING FORTH CERTAIN POSITIONS OF
EMPLOYMENT AND COMPENSATION AND BENEFIT SCHEDULES THEREFORE FOR
THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY**

Hardin: Is there any reason why we have to pass this tonight? **Hill:** Yes, well no, unless you just don't want... The only change that was made to this. And I think we did talk about making an additional change. And I can't remember where, but the change that I was told about was for the certified. So, previously our housing inspector was not certified. So, when we passed this legislation originally. We passed it for a housing inspector that was not certified. That was also the range that we used for compensation. We are talking about being a certified housing inspector now. So, we added the word certified so that we could have a certified or not certified one. And also increase the range to cover a not certified building inspector or a certified one. And made it comparable with, you know, just our village size and what they're paying in rates across other municipalities. **Hardin:** For the record, I understand where we are with compensation. But I'd also like to go on record with asking this Council at the next meeting to arrange for an executive session. There are a couple things, especially as it relates to how we advertise, the interviewing methodology that's used, is there anything that documents that? So, my point is this, there's one area of employment that I am concerned about. So, I will go on

record, I will vote for this tonight based on the research I've done. But there is one area that I think we need to look at again. So, at the next meeting, can I ask for an executive session? All right, so be it. **Davis:** I have a question on one of the sections. I did not see this until tonight because I was absent last Tuesday. And I would like to go to executive session to talk about it before we vote. Because it thrown my whole vote off by seeing this one position whatever, and why couldn't we do the executive... If you're going to vote on this, why would you not want the executive session before we vote on it? **Hardin:** Because at this point, it's a procedure...

Warren: We've discussed it over and over again. And everyone has had an opportunity to read each item. If there is something that has to be amended, it can be amended in the near future. But at this point we are holding up to all of the item sets on that. **Davis:** There's only one that I have an issue with, completely and because this is more... We're starting it more than we ever paid somebody before. So why would we, I mean, how did we get to be the amount that we set it at?

Hill: Yeah, we did, I know you were out last week, and we did have an executive session, and we did go through those. I do believe you're talking about the three that came before us. We did that in executive session before, we can schedule another one, but we did. **Hardin:** That's why I'm comfortable with doing it tonight Mary. **Davis:** Okay. **Nikolic:** Councilwoman Hill, can you restate why we need to pass it tonight before we have the executive session for them to discuss the other issues? **Hardin:** For me, can I speak for myself? What I'm concerned about will not impact this legislation. **Nikolic:** Okay. **Hardin:** So, don't hold it up because I just want to make sure that we revisit some procedures as it relates to employment. **Nikolic:** Okay, I just heard Councilperson Hill said it must be passed tonight. I was just clarifying why. **Hill:** I think I said that already, it does not have to be passed tonight. The goal is to try to continue to hire in our Building Department our own employees. The questions that they have outstanding are not about this particular position. They're about positions that we discussed in the last executive session.

Nikolic: My question is, I know I saw the ad for the assistant Council Clerk. I think we should include that position as well. There was no rate of pay in that ad. **Thompson:** I went back and amended it. When I first put it in, it had something to do with the job, and it compares markets that it was not comparable. But I went in and updated it, long story short, put the \$18.50 in there. But quite a few resumes have been coming out. **Hill:** We already decided those amounts for that, and the amounts were in that, what you were saying. Also, this is a special meeting, so we're kind of out of bounds with the legislation we have before us. **Nikolic:** No, this is relevant to this legislation. Is there a reason why we wouldn't want to put the assistant clerk in this legislation? Because even though we may not want it to be a permanent position. It would be good to have that documented, the position and the pay rate. **Hill:** The assistant Council Clerk is for an hourly as needed employee. It's a temporary position, I don't believe we're covering temporary positions in this. **Nikolic:** Okay. **Hardin:** That was the mindset. **Hill:** You can (inaudible) and ask him that. **Nikolic:** Okay, well, I mean, it's fine, it's something that could always be added. **Hill:** Right.

Nikolic: I see the Fire Chief. Did you want to discuss the legislation? **Tapp:** Yeah, if I could, I got the notice with this pay ordinance, and the ranges are completely off. I don't know where these ranges were from. They're from a couple years back. And we made a bunch of changes to it ourselves. I can hand these out to you now. The way these are it probably should not be voted on tonight. It looked like the wages were pulled from a few years ago and not based off of last year's wages. **Matlock:** Well, the wages were pulled from the wage of the year before, correct? The wages were the previous wage that they had that they pulled. **Nikolic:** This is a pretty expansive outline **Tapp:** I would be happy to send it out on the email form as well, but I figured I could come to the meeting. I just finished this earlier today, so... **Hardin:** Chief, I know we keep kicking the can and kicking the can, but would it be acceptable... Because I think, as you heard from Councilperson Davis and myself. I received something, too, that we have to talk about. And

we can't make that change without going to executive session. So, is it acceptable to you and your associate that we do it at the next special meeting or at the Council meeting? **Tapp:** Yeah, after you guys do what we have there, for sure. We're happy to have a discussion before then, too, if we're going to handle it before then. **Hardin:** Okay, but I want you to feel comfortable. It's not going to be ignored. Okay, we will deal with it. **Hill:** Let me clarify before we move on, please. Are these, I'm not understanding the way you have these numbers here in the red, so let me just clarify. **(Unknown, from Fire Department):** So the numbers in red... **Hill:** You don't have to explain to me. I'm just going to ask them questions. The hundred seven thousand that you have here is this an estimate or is this an actual number? **Tapp:** That's what we budgeted for this year. **Hill:** That's what you budgeted for, that's what you would like to request? **Tapp:** correct. **Hill:** Okay, thank you, the \$88,024 salary, is that the number you're pulling from last year? Am I understanding that correctly? **Tapp:** That was the number that I was paid last year. **Hill:** Okay, thank you when I see it says Fire Chief, this position doesn't exist. **Tapp:** It says part-time in that part of that. And then it says it's only administrative jobs. So, we're not sure if it's for a Fire Chief's Administrative Assistant?... We don't have one, but it's listed under part-time. **Hill:** Yes, so we just duplicated, so previously it had the Fire Chief or some positions under full-time and part-time. So, we left that and then made sure the numbers were comparable to what we had as full-time in case that situation happens. But we're clear we don't have someone as a part-time Fire Chief. You're just saying that's something that's not happening currently? **Tapp:** That's correct. **Hill:** Okay. **Tapp:** Years ago, we did have an administrative assistant. And that's why I didn't know if that was going to play. **Hill:** And then what I'm looking at on the third page, I think it is, or fourth, fourth page. The first set of numbers that I see in the row is the 2024 wages that were paid. The differential rate that I see is for those 2024 wages. Okay, and then what are the 2% and 7%? And 3% that you have under the numbers in black, what does that mean? **(Unknown from Fire Department):** That's the change from our 2024 wages. So, \$35.09 an hour in that range is a 2% raise on top of the \$34.42 we had for our 2024 hourly wage. So, if you look at the rate for cap, it was \$31.29 in 2024 for the range set for 2025 in this legislation. The bottom end of that range \$30.38, which is actually a negative 3% adjustment for 2025 is a 3% reduction in wages. I didn't think that that was likely intentional, but... **Hill:** And then you're saying that 31.9 is a 2%? **(Unknown from Fire Department):** Correct. **Tapp:** We do not de-price our wage. **(Unknown from Fire Department):** There was no ranges. **Tapp:** If you're a Firefighter or Paramedic, you get a certain wage. There's no range in between there when we pay people. So, we don't have two guys doing the same job, making a different amount. **Hill:** Okay, and then, so let me make this clear. The range is not that you all have positions that are paid differently. The range for if into the next year we want to do an increase. We don't automatically have to go back and adjust this compensation schedule. We can move within that range. But what you're saying is that the ranges we have, they don't fit into what you all are paying right now. So, we need to adjust our range overall. **(Unknown from Fire Department):** Correct, the ranges are between a negative three percent and an additional three percent. **Hill:** So, you know that's not what the range is. It's not so you all can move within the ranges. It's just so that if there's an increase that's asked for and we actually approve it. The range is already there, and we don't have to go back to this. **Tapp:** So, if you don't want to go above that range it doesn't have to be adjusted. What are you saying? **Hill:** If we want to go above the range yes we have to come back as a Council and adjust the compensation schedule. **Warren:** But I guess if you look at the maximum of the \$34.42, that the maximum over here the regular is \$34.42 where it should start at. But you could go up to \$36.84 is what she's saying. So we do have latitude, it falls within that range anyway. But we can make the adjustment in the schedule and vote on it at the next Council meeting. **Hill:** And then the last column you have is the budget of 8% increase. That is what you

are requesting for this year, correct? **Tapp:** That is correct, the first quarter of this year, on the payroll with the budget that was passed. First quarter, we came in at 11% under budget. So, we've got re than (inaudible) still be 3% on the budget. **Nikolic:** With this significant amount of discussion to be had. I think we could wait until it gets an executive session next Tuesday to adjust this. **Hill:** We can adjust it again, yeah we have Building Department and personnel issues we need to fix there that we need to move on this board. We can come back and adjust now that we have that information. Have an executive session and figure out numbers and do it again. **Nikolic:** Okay, fair enough.

Motion to suspend 2025-31 made by Hill seconded by Scruggs
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Hill
MOTION PASSED

Motion to adopt 2025-31 made by Hardin seconded by Scruggs
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Hill
MOTION PASSED

Motion to adjourn made by Warren seconded by Hardin
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Hill
MOTION PASSED
Adjourned at 7:07p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council