

**VILLAGE OF OAKWOOD
WORK SESSION
June 24th, 2025
6:30 p.m.
AMENDED AGENDA**



1. Call Meeting to order
2. Discussion by Mayor and Department Heads of matters to be brought to the attention of Council if present.
3. Questions of Mayor and Department Heads concerning Legislation or potential Legislation to be considered at future Council meetings.
4. Discussion of items of draft Legislation or potential Legislation to be considered at future Council meetings.

Legislation: Fiscal Officers Certificate Present

- | | |
|-------------------|--|
| 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 CONTRACT WITH CREtelligent 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-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 |

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

**VILLAGE OF OAKWOOD
COUNCIL MEETING
June 24th, 2025
7:00 p.m.
AMENDED AGENDA**

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

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

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

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

- 7. Ward Reports**
- 8. Committee Reports**
- 9. Floor open for comments from Village Residents on meeting agenda and comments in general *Village residents. Please state your name, address, and the subject you wish to discuss for the record. Please limit your comments to five (5) minutes. Thank you! Please sign in to speak.***

10. Legislation

2025-35	A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND SETTING
Introduced 6-10-25	FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND DECLARING AN
By the Mayor	EMERGENCY
1 st read 6-10-25	
2 nd read 6-24-25	
2025-37AMENDED)	A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND
Introduced 6-10-25	RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER
By the Mayor and	INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE
Council as a whole	CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-028 and 795-08-029
1 st read 6-10-25	
2 nd read 6-24-25	

<p>2025-38(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1st read 6-10-25 2nd read 6-24-25</p>	<p>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</p>
<p>2025-39(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1st read 6-10-25 2nd read 6-24-25</p>	<p>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</p>
<p>2025-40(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1st read 6-10-25 2nd read 6-24-25</p>	<p>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</p>
<p>2025-41(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1st read 6-10-25 2nd read 6-24-25</p>	<p>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</p>
<p>2025-42(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1st read 6-10-25 2nd read 6-24-25</p>	<p>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</p>
<p>2025-43 Introduced 6-10-25 By the Mayor and Council as a whole 1st read 6-10-25 2nd read 6-24-25</p>	<p>A RESOLUTION TO ADOPT THE SOLID WASTE MANAGEMENT PLAN FOR THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT</p>
<p>2025-44 Introduced 6-10-25 By the Mayor and Council as a whole 1st read 6-10-25 2nd read 6-24-25</p>	<p>A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(s)</p>

2025-45

Introduced 6-10-25

By the Mayor and
Council as a whole

1st read 6-10-25

2nd read 6-24-25

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

(**PLEASE NOTE THIS IS DUE JULY 15)

2025-48

Introduced 6-24-25

By the Mayor and
Council as a whole

1st read 6-24-25

**AN EMERGENCY SALARY ORDINANCE SETTING FORTH CERTAIN POSITIONS OF EMPLOYMENT AND
PAY RATES FOR THE VILLAGE OF OAKWOOD FIRE DEPARTMENT AND DECLARING AN EMERGENCY**

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

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

By: Gary R. Cicero
Managing Member

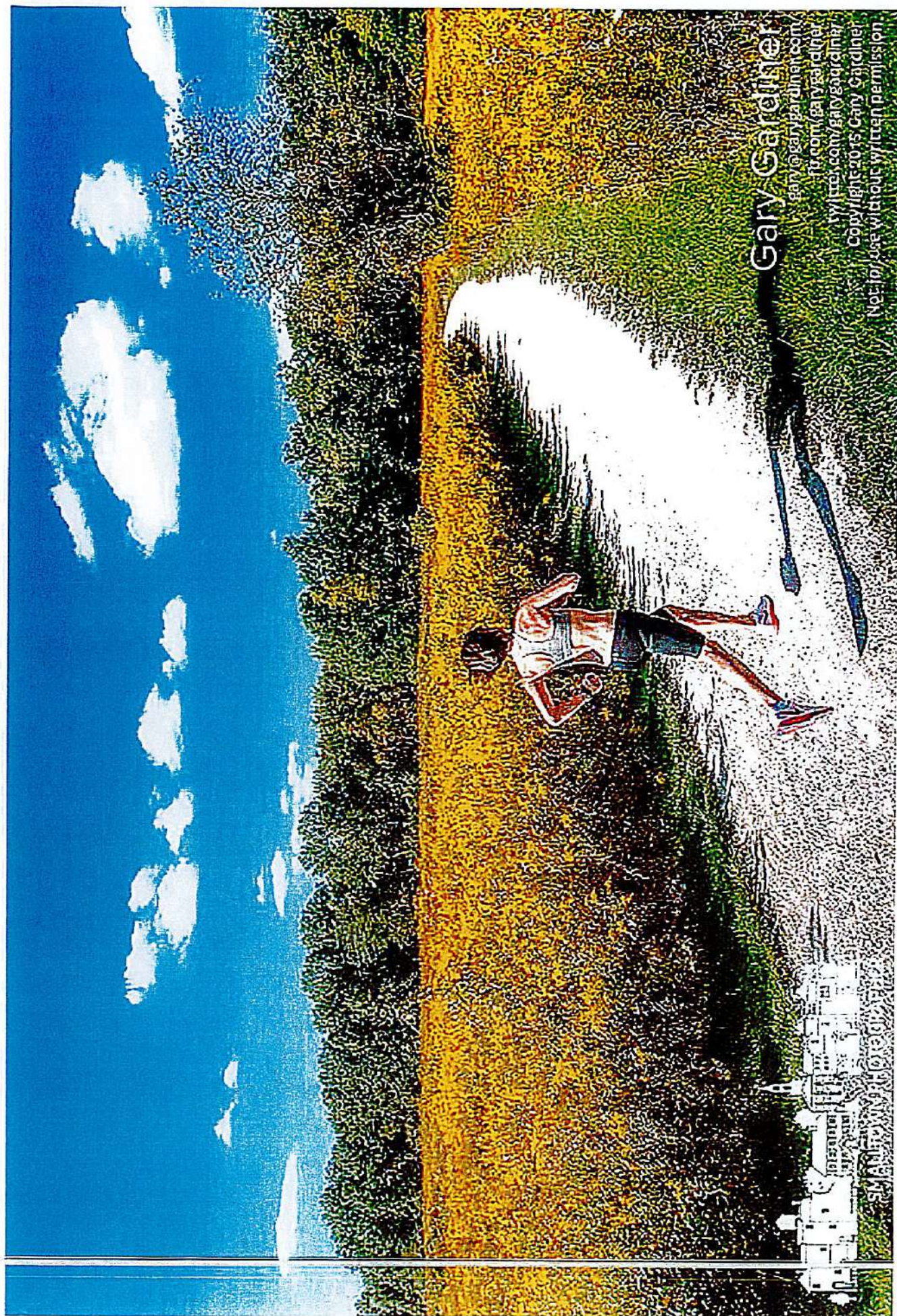
Date: September 4, 2024

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

fr.com/garygardiner

twitter.com/garygardiner

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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.

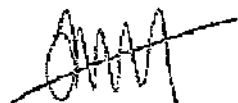
SCHEDULE

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-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.

ORDINANCE NO. 2025-WS-18

INTRODUCED BY MAYOR

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

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

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary V. Gottschalk, Mayor

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

Position Title: 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.*

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 of the applicant's residency in Oakwood by way of a current driver's license, Ohio identification card, current utility bills or other proof satisfactory to the Oakwood Director of Finance as well as proof 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

ORDINANCE NO. 2025-35

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. 2025-35 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. 2025-35 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.

AMENDED RESOLUTION NO. 2025-37

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

SECTION 1. Proposed amended Ordinance No. 2025-39, 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 amended Resolution No. 2025-37 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 amended Resolution No. 2025-37 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 amended Resolution No. 2025-37 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 RESOLUTION NO. 2025-38

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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 amended Ordinance No. 2025-40, 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 amended Resolution No. 2025-38 to the planning Commission for report and recommendation pursuant to Charter Sec. I 0.02 (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 amended Resolution No. 2025-38 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2025.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that amended Resolution No. 2025-38 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. 2025-39

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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 "I" 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 "I".

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 amended Ordinance No. 2025-39 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2025.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that amended Ordinance No. 2025-39 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

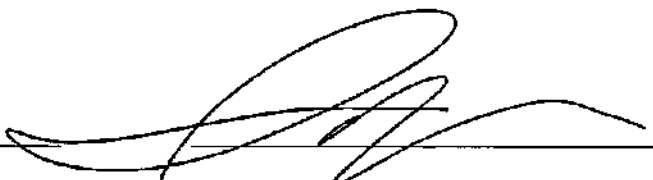
by: _____
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

PURCHASER

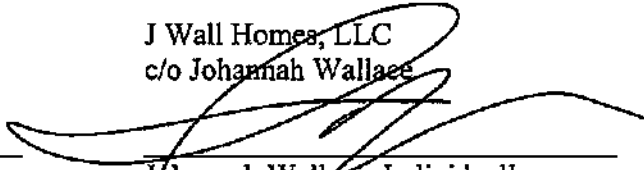
April 16 2025



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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CUYAHOGA COUNTY, *Ohio*

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Exhibit 2

Search

City Entire County Search By ☐ Owner ☒ Parcel ☐ Address

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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. 2025-40

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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. 2025-40 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. 2025-40 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 "I"

PURCHASE AGREEMENT

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

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

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

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

consent of the Village of Oakwood.

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

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

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

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

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

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

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

remove said defect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

executors, administrators and assigns.

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

SELLER

VILLAGE OF OAKWOOD, OHIO

DATE

by: _____
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

PURCHASER

April 16 2025

DATE



J Wall Homes, LLC
c/o Johannah Wallace

April 16 2025

A handwritten signature in black ink, appearing to read 'Johannah Wallace', written over a horizontal line.

DATE

Johannah Wallace, Individually

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Exhibit 2

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City Entire County

Search By ☐ Owner ☒ Parcel ☐ Address

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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

AMENDED RESOLUTION NO. 2025-41

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 "I" 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- 41 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. 2025-41 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. 2025-42

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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 "I" 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 "I"

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 amended Ordinance No. 2025-42 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2025.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that amended Ordinance No. 2025-42 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

 An official website of the Cuyahoga County government. Here's how you know




CUYAHOGA COUNTY, *Ohio*

MyPlace

Exhibit 2

Search

City Entire County Search By ☐ Owner ☒ Parcel ☐ Address

795-09-043

[Search Results](#)[View Map](#)

PROPERTY DATA

[General Information](#)[Transfers](#)[Values](#)[Land](#)[Building Information](#)[Building Sketch](#)[Other Improvements](#)[Permits](#)[Property Summary Report](#)

TAXES

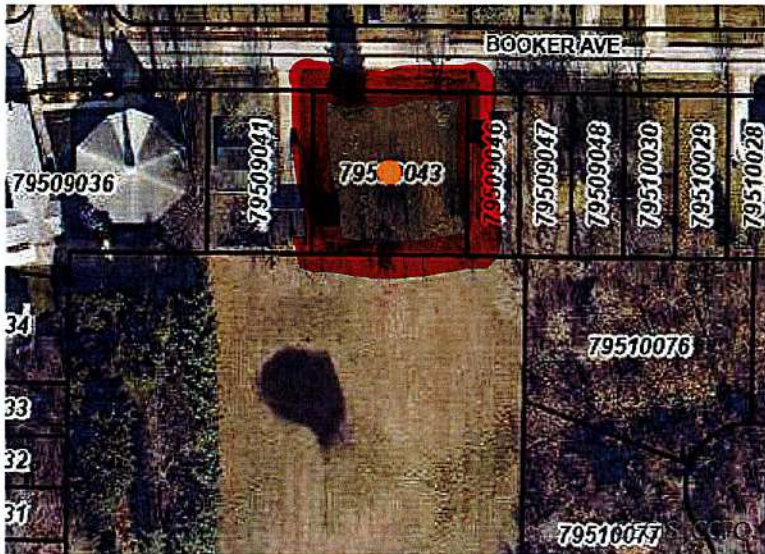
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Zoom in and click on a parcel for more information or click the banner to reset the map

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Updated :05/09/2025 03:44:03 AM

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

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. 2025-43

**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. 2025-43 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. 2025-43 was duly posted on the _____ day of _____, 2025, and will remain posted in accordance with the Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

RESOLUTION NO. 2025-44

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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. 2025-44 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. 2025-44 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. 2025-45

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. 2025-45 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. 2025-45 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: _____

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit Oakwood Village

For the Fiscal Year Commencing 2026

Fiscal Officer Signature B. J. Thompson Date 5-23-25

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
(List All Levies Of The Taxing Authority)

SCHEDULE 1

I Fund	II Purpose	III Authorized (By Voters/ MM/DD/YY)	IV Levy Type	V Number Of Years (Levy To Run)	VI Tax Year Begins/ Ends	VII Collection Year Begins/ Ends	VIII Maximum Rate Authorized	IX \$AMOUNT Requested Of Budget Commission
General Fund					2025	2026	2.90	\$430,000.00
Police Pension							0.30	\$43,846.00
Bond Fund							0.60	\$87,693.00
Totals							3.80	\$561,539.00

OAKWOOD VILLAGE STATEMENT OF ACTIVITY

EXHIBIT A FUND	UNENCUMBERED BALANCE JAN. 1ST, 2025	GENERAL PROPERTY TAX	LOCAL GOVERNMENT	OTHER SOURCES	TOTAL
101 GENERAL FUND	678,252.04	430,000.00	94,000.00	11,306,471.00	12,608,723.04
201 S.C.M.R	25,033.15	-	-	835,000.00	860,033.15
202 PERMISSIVE AUTO	-	-	-	45,000.00	45,000.00
203 STATE HIGHWAY	-	-	-	40,000.00	40,000.00
204 RECREATION FUND	578.48	-	-	75,250.00	75,928.48
205 BEAUTIFICATION	66.38	-	-	-	66.38
207 POLICE SEIZURE FUND	1,808.00	-	-	-	1,808.00
208 SENIOR CENTER	5,315.68	-	-	77,500.00	82,815.68
209 FUTHERANCE OF JUSTICE	436.67	-	-	-	436.67
210 POLICE PENSION	31.73	43,846.00	-	49,000.00	92,877.73
211 HOLIDAY FUND	168.88	-	-	-	168.88
212 POLICE EVENTS	200.52	-	-	-	200.52
213 MEMORIAL FUND	279.30	-	-	-	279.30
214 ENFORCEMENT & EDUC.	48,741.20	-	-	20,000.00	68,741.20
215 INDIGENT DRIVERS	20.89	-	-	-	20.89
216 CONFISCATED PROPERTY	4.19	-	-	-	4.19
217 AMBULANCE BILLING	108,090.24	-	-	345,000.00	453,090.24
218 MAYOR'S COURT	1,220.50	-	-	2,000.00	3,220.50
219 COURT INDIGENT DRIVE	849.00	-	-	100.00	949.00
225 3% STATE FUND	809.24	-	-	1,000.00	1,809.24
250 CARES ACT	736.05	-	-	-	736.05
251 OPIOID SETTLEMENT	19,095.98	-	-	3,000.00	22,095.98
252 ARPA COMM GRANT	257,395.28	-	-	-	257,395.28
301 G.O. BOND RETIREMENT	99.50	87,693.00	-	1,300,000.00	1,387,792.50
401 GENERAL IMPROVEMENT	108.85	-	-	300,000.00	300,108.85
402 TIF-SWIFT FILTERS	7,805.49	-	-	2,200.00	10,005.49
403 TIF-MAINES W&D OAKWOOD	23,401.11	-	-	2,300.00	25,701.11
404 TIF-THERMO	7,185.05	-	-	-	7,185.05
405 TIF-FAMILY DOLLAR	47,881.75	-	-	13,600.00	61,481.75
406 TIF-OAKWOOD HOSPITALITY	21,309.07	-	-	12,638.00	33,947.07
407 TIF-COMMUNITY CARE	47,782.85	-	-	13,508.00	61,290.85
408 TIF-BUCKEYE DEVELOPMENT	13,292.91	-	-	4,203.00	17,495.91
409 TIF-DUNKIN	25,692.11	-	-	25,800.00	51,292.11
410 TIF-PETTIT	9,652.11	-	-	9,600.00	19,252.11
411 TIF-OAK CENTER (MCBEE)	24,688.54	-	-	24,500.00	49,288.54
411 TIF-77 MEDUSA (VET CENTER)	-	-	-	3,500.00	3,500.00
501 S/A BOND RETIREMENT	-	-	-	118,000.00	118,000.00
602 SANITARY SEWER REV.	11,425.32	-	-	430,000.00	441,425.32
801 MAINT. BOND DEPOSIT	36,697.66	-	-	15,000.00	51,697.66
803 SENIOR CENTER RENTAL	290.98	-	-	15,000.00	15,290.98
804 MEADOWS HOMEOWNER INS.	825.20	-	-	-	825.20
805 P.C DEPOSIT	1,627.81	-	-	2,000.00	3,627.81
806 CLEARING FUND	12,123.49	-	-	1,000.00	13,123.49
999 PAYROLL CLEARING FUND	-	-	-	-	-
TOTAL	1,440,901.18	561,539.00	94,000.00	15,092,070.00	17,188,510.18

ORDINANCE NO. 2025-48

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY SALARY ORDINANCE SETTING FORTH CERTAIN POSITIONS OF
EMPLOYMENT AND PAY RATES FOR THE VILLAGE OF OAKWOOD FIRE
DEPARTMENT AND DECLARING AN EMERGENCY**

WHEREAS, it is necessary for Council to review salaries ranges from time to time for employment positions within the Village; and,

WHEREAS, employee compensation shall not exceed the authorized salary ordinance maximum pay range; and,

WHEREAS, the Mayor and Finance Director have represented in writing that funds are available to grant an eight percent (8%) pay raise for members of the Oakwood Fire Department (copy attached as Exhibit "A"); and

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

SECTION 1. The following positions of employment (not to exceed 71 total positions within the Department) and the schedule of compensation for employees of the Village of Oakwood Fire Department shall be as follows as of the commencement of the first payroll period after the effective date of this Ordinance:

<u>POSITION</u>	<u>PRESENT RATE</u>	<u>PERCENT INC.</u>	<u>NEW RATE</u>
Fire Chief (Full Time)	\$88,000.00/year	x1.08	\$95,040.00
Assistant Fire Chief (2)	\$34.42/hour	x1.08	\$37.17/hour
Each Assistant Chief works 20 hours per week on average.			
Captain	\$31.29/hour	x1.08	\$33.79/hour
Weekend differential	\$39.11/hour	x1.08	\$44.24/hour
Fire Prevention Officer	\$28.45/hour	x1.08	\$30.73/hour
(Works Monday-Friday only)			
Lieutenant	\$28.45/hour	x1.08	\$30.73/hour
Weekend differential	\$35.56/hour	x1.08	\$38.41/hour
Firefighter	\$25.86/hour	x1.08	\$27.93/hour
Weekend differential	\$32.33/hour	x1.08	\$34.91/hour

Probationary FF (1st 6 months)	\$20.94/hour	x1.08	\$22.62/hour
Weekend differential	\$26.18/hour	x1.08	\$28.27/hour

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the Village, the reason for the emergency being that the same 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, 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. 2025-48 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. 2025-48 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: _____

VILLAGE OF OAKWOOD



Gary V. Gottschalk
Mayor

Hello Members of Council,

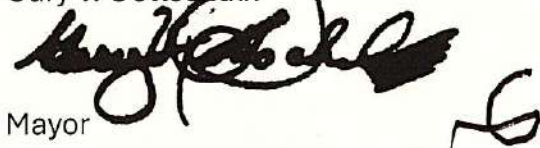
Per our discussion the Village has the availability of funds for the new hire Roland Walker

As the Residential Building Inspector at the rate of pay \$37.00 dollars hour for a total of \$88,760.00 with benefits for a year.

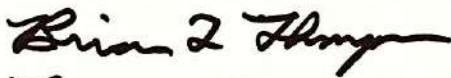
And the 8 % COLA adjustment for the Fire department for a yearly amount of \$165,185.00 for all employees in the Fire department.

Specifically, the changes here are reflected in the latest revisions to the budget.

Gary V. Gottschalk



Mayor



Brian Z. Thompson
Finance Director