

**VILLAGE OF OAKWOOD
WORK SESSION
October 28th, 2025
6:30 p.m.
AGENDA**



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

Legislation: Fiscal Officers Certificate Present

2024-WS-43	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CEP RENEWABLES OH, LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE VILLAGE AS A SOLAR ENERGY PROJECT WITH ATTENDANT RECREATIONAL USES
2024-WS-45	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRCT WITH CREtelligent AND DECLARING AN EMERGENCY
2025-WS-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-42	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH MONTROSE FORD, INC., FOR THE PURCHASE OF TWO POLICE PATROL VEHICLES AND DECLARING AN EMERGENCY
2025-WS-43	AN ORDINANCE TO SUBMIT TO THE ELECTORS OF THE VILLAGE OF OAKWOOD THE QUESTION OF ADOPTING A PROPOSED AMENDED CHARTER FOR THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY
2025-WS-45	AN ORDINANCE ESTABLISHING THE OAKWOOD COMMUNITY GARDEN AND DECLARING AN EMERGENCY
2025-WS-49	AN EMERGENCY RESOLUTION ADOPTING THE RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR
2025-WS-50	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ANTHONY MOSES, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-10-011
2025-WS-51	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. 795-10-011

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AND DELIVER TO THE STATE OF OHIO A CERTAIN RESOLUTION OF INTENT TO REIMBURSE TO THE VILLAGE SCMR FUND CERTAIN GRANT FUNDS PROVIDED BY THE STATE FOR THE CT04AB/CT05AB TRYON ROAD PHASE I RESURFACING PROJECT AND DECLARING AN EMERGENCY

Municipal Complex	Hardin
Disaster Recovery Plan	Hardin
Human Resources	Hardin
Five Year Plan	Hardin
Recreation Budget & Events	Scruggs
Group photo discussion	Hardin

5. Matters Deemed Appropriate
6. Adjournment

VILLAGE OF OAKWOOD
COUNCIL MEETING
October 28th, 2025
7:00 p.m.
AGENDA

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

Council President	Johnnie A. Warren	Mayor	Erica L. Nikolic
President Pro Tempore	Eloise Hardin	Law	James Climer/ Sam O'Leary
Ward 1 Councilperson	Taunya Scruggs	Finance	Brian L. Thompson
Ward 2 Councilperson	Yvonne Evans-Warren	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	Roland Walker
		Engineer	Matt Jones
		Recreation	Karen Gaither (Interim)

- 4. Minutes**
September 16th, 2025, Special Meeting Minutes
September 30th, 2025, Special Meeting Minutes
October 7th, 2025, Special Meeting Minutes

5. Clerk Correspondence

6. Departmental Reports

MAYOR-ERICA NIKOLIC	FIRE-DAVE TAPP
LAW-JAMES CLIMER/ SAM O'LEARY	BUILDING-ROLAND WALKER
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

2025-37(AMENDED)	A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-028 and 795-08-029
Introduced 6-10-25	
By the Mayor and Council as a whole	
1 st read 6-10-25	
2 nd read 6-24-25	
3 rd read 7-8-25	
Tabled 7-8-25	

2025-38(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1 st read 6-10-25 2 nd read 6-24-25 3 rd read 7-8-25 Tabled 7-8-25	A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 and 795-08-031
2025-39(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1 st read 6-10-25 2 nd read 6-24-25 3 rd read 7-8-25 Tabled 7-8-25	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-028 AND 795-08-029
2025-40(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1 st read 6-10-25 2 nd read 6-24-25 3 rd read 7-8-25 Tabled 7-8-25	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 AND 795-08-031
2025-41(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1 st read 6-10-25 2 nd read 6-24-25 3 rd read 7-8-25 Tabled 7-8-25	A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-09-043
2025-42(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1 st read 6-10-25 2 nd read 6-24-25 3 rd read 7-8-25 Tabled 7-8-25	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-09-043
2025-66 Introduced 10-14-25 By the Mayor and Council as a whole 1 st read 10-14-25 2 nd read 10-28-25	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DELINQUENT DEBT COLLECTION AGREEMENT WITH THE OHIO ATTORNEY GENERAL AND DECLARING AN EMERGENCY

2025-67

Introduced 10-28-25

By Mayor and

Council as a whole

1st read 10-28-25

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF IMAM YUSUF ABDUL-ALI

2025-68

Introduced 10-28-25

By Mayor and

Council as a whole

1st read 10-28-25

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF DARLENE PATRICIA ANN
HARDIMON**

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 Cicero", is written over a horizontal line.

By: Gary R. Cicero
Managing Member

Date: September 4, 2024

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

• **Landscape Architecture** •

30303 Euclid Ave., Wickliffe, OH 44092

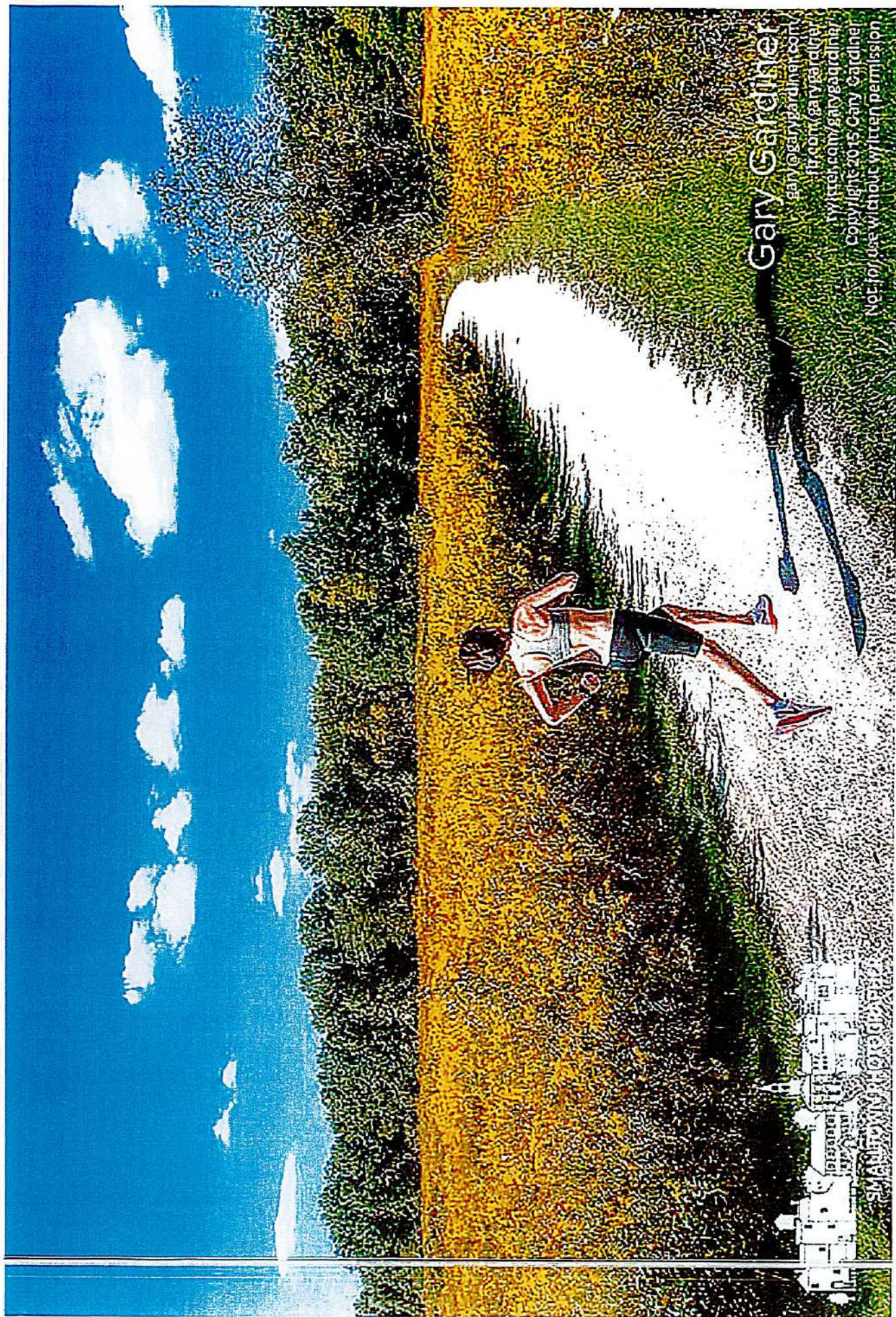
CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

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



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

Exhibit "A"



Gary Gardiner

gary@garygardiner.com

fit.com/garygardiner

twitter.com/garygardiner

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SMALL TOWN, BIG DREAMS

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.

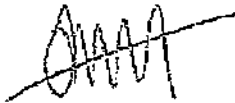
All work will be completed in accordance with the attached terms and conditions.

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-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-42

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH MONTROSE FORD, INC., FOR THE PURCHASE OF TWO POLICE PATROL VEHICLES AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood deems it advantageous to enter into a Purchase Agreement with Montrose Ford, Inc. for the purchase of two police patrol vehicles for the Village of Oakwood's use; and,

WHEREAS, Oakwood and Montrose Ford, Inc. 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 "A".

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

SECTION 1. The Mayor be and is hereby authorized to enter into a Purchase Agreement with Montrose Ford, Inc. for two police patrol vehicles, a copy of which is attached hereto and expressly made a part hereof by reference and marked Exhibit "A".

SECTION 2. Council authorizes the expenditure of an amount not to exceed Ninety-nine thousand eighty and 00/100 Dollars (\$99,080.00) to effectuate the provisions contained in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue payment for the purposes expressed in Section 1 hereof.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that two police patrol vehicles are required equipment for the Police Department to continue to provide for the safety of the citizens of Oakwood and it is necessary for the Village to place an order with Montrose Ford, Inc. at the earliest possible time to expedite delivery of the vehicles to the extent possible, 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 Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

Contract # RSI023078

(PAGE 1 of 2)

2026 INTERCEPTOR (3.3L V-6)

Item # 1-1

Order No:

OAKWOOD PD

FIN# QH160

K8A 4DR AWD POLICE
.119" WHEELBASEPLEASE SELECT
YOUR CAR COLOR
ON PAGE 29 CLTH BKTS/VNLR
W EBONY500A EQUIP GRP
.AM/FM STEREO W/SYNC
425 50 STATE EMISS
55F KEYLESS - 4 FOB (now STD equip)
PLUS ALL ITEMS IN GREEN ON PAGE 2The items to the left are how the car
was quoted and that is this price below.
Any additional options added will
increase this price.

STATE CONTRACT VEHICLE Subtotal

\$ 44,000.00

FORD FACTORY VSO (Vehicle Special Order) LIGHTING (used for all other color combinations other than RED/BLUE)

CHOOSING ANY ITEMS BELOW WILL INCREASE THE ABOVE SUBTOTAL

				TYPE YES OR NO
	TITLE FEE	DEALER	\$ 15.00	INCLUDED
#1-2	TEMP TAGS	DEALER	\$ 20.00	
#1-3	ADDITIONAL SET OF KEYS (comes with 4 already)	DEALER	\$ 100.00	
#1-4	WHEEL COVER (grey hubcaps)	65L	\$ 70.00	
#1-5	3.3L V6 HYBRID	99W/44B	\$ 2,000.00	YES
#1-6	3.0L EcoBoost	99C/44U	\$ 3,000.00	
#1-7	INSIDE REAR DOOR LOCKS INOP	68G	\$ 80.00	YES
#1-8	INSIDE REAR DOOR HANDLES INOP	INC IN 68G	\$ -	INCLUDED
#1-9	HIDDEN DOOR PLUNGER/REAR INOP	52P	\$ 160.00	
#1-10	HEATED MIRRORS	STANDARD	\$ -	INCLUDED
#1-11	CARPET	16G	\$ 150.00	
#1-12	RED/WHT DOME IN CARGO	STANDARD	\$ -	INCLUDED
#1-13	PER ANTI-THEFT WITH REMOTE START	DEALER	\$ 600.00	
#1-14	KEYLESS ENTRY (4 FOBs) W/O KEYPAD (DEDUCT)	STANDARD	\$ -	INCLUDED
#1-15	REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$ 44.00	
#1-16	GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	STANDARD	\$ -	INCLUDED
#1-17	HITCH	STANDARD	\$ -	INCLUDED
#1-18	SYNC	STANDARD	\$ -	INCLUDED
#1-19	REAR LIGHT BLUE/BLUE (RED/BLUE IS STD)	66C & VSO	\$ 560.00	
#1-20	BACKUP CAMERA	STANDARD	\$ -	INCLUDED
#1-21	STREET APPEARANCE (FIRE, DB OR UNMARKED)	65U, 64E, FW (RMV 51R)	\$ 367.00	
NOTE: Street Appearance package includes Carpet Floor, full non-police style center console with armrest and cupholders, cloth rear seat, painted aluminum wheel (64E) and no spotlight.				
	ROAD READY UPFIT (LESS RADIO, RADAR & SCAN)	DEALER	\$ 16,000.00	
	5YR 100K \$0 DED PREMIUM CARE EXT WARRANTY	DEALER	\$ 2,700.00	
	5YR 150K \$0 DED PREMIUM CARE EXT WARRANTY	DEALER	\$ 4,300.00	
NOTE: Extended Warranties are through Ford and are also available in many configurations. This Extended Warranties I use are the Premium Care (1,000+ Covered Components)				
#1-22	PER MILE DELIVERY CHARGE PER MILE	0	\$ -	\$ -
#1-23	MINIMUM DELIVERY CHARGE	DEALER	\$ 150.00	YES



STANDARD PIU WHEEL



WH (65L)



PN (64E)

**NOTE: Painted Wheel (64E) available in Street Appearance pkg

OAKWOOD PD
Attn: SGT VAN NESSDerek Powers
Fleet/Gvmt. Sales Mgr.
Cell # is (419) 606-5659
dpowers@gomontrose.com

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 46,230.00
TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD NOT LISTED ABOVE (IF REQUESTED)	\$ -
TOTAL FOR EXT WARRANTY NOT LISTED ABOVE (3YR 100K \$0 DED ESP)	\$ 2,500.00
TOTAL FOR CUSTOMER ADDED OPTIONS BELOW	\$ 810.00
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$ -
TOTAL VALUE OF TRADE (IF YOU HAVE ONE)	\$ -
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 49,540.00
2 unit/s requested	\$ 99,080.00

QUOTED 7/17/2025
ORDERED

ACCEPTED BY:

Date:

These items below can be added to the build - Select what you need, or ask Salesman if you have questions

CODE	DESCRIPTION	PRICE	TYPE YES OR NO
153	License Plate Bracket - Front	\$ -	YES
51T	Spot Lamp - LED Bulb, Driver Only (Whelen)	\$ 420.00	YES
59B	Keyed Alike - 1284x	\$ 50.00	YES
63B	Side Marker LED - Sideview Mirrors (req. 60A)	\$ 340.00	YES
17A	Aux Air Conditioning (STD IN 2025)	INCLUDED	INCLUDED
19K	H8 AGM Battery (STD IN 2025)	INCLUDED	INCLUDED
19V	Rear Camera On-Demand (STD IN 2025)	INCLUDED	INCLUDED
43D	Dark Car Feature (STD IN 2025)	INCLUDED	INCLUDED
47A	Police Engine Idle Feature (STD IN 2025)	INCLUDED	INCLUDED
55B	BLIS - Blind Spot Monitor w/ x Traffic Alt (STD IN 2025)	INCLUDED	INCLUDED
68B	Police Perimeter Alert (STD IN 2025)	INCLUDED	INCLUDED
76P	Pre-Collision Assist w/ Ped. Detection (STD IN 2025)	INCLUDED	INCLUDED
76R	Reverse Sensing System (STD IN 2025)	INCLUDED	INCLUDED
86T	Tail Lamp / Police Housing Only (STD IIN 2025)	INCLUDED	INCLUDED
87P	Power Passenger Seat (STD IN 2025'S)	INCLUDED	INCLUDED
61B	OBD - II Split Connector (N/A IN 2025'S)	N/A	N/A
85S	Rear Center Seat Delete (N/A IN 2025'S)	N/A	N/A
87R	Rear View Camera (mirror display) (N/A IN 2025'S)	N/A	N/A
593	PER. ANTI-THEFT	N/A	N/A
AVAILABLE COLORS			
UM	AGATE BLACK	\$ -	2

ORDINANCE NO.: 2025-WS-43

INTRODUCED BY: MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE TO SUBMIT TO THE ELECTORS OF THE VILLAGE OF OAKWOOD THE QUESTION OF ADOPTING A PROPOSED AMENDED CHARTER FOR THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Oakwood Charter Commission, pursuant to the authority vested in it by Section 12.02 of the Oakwood Village Charter, has considered proposed amendments and repeal of multiple sections of the said Charter as set forth in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Oakwood Charter Review Commission has recommended said revisions to the Charter by motion passed by the Charter Review Commission as reflected in its minutes of May 7, 2025, and,

WHEREAS, pursuant to Section 12.01 of the Village Charter and the Ohio Constitution, the Village Council has determined to authorize and direct the submission to the electors of the Village the proposed amendments to the Village Charter set forth in the foregoing Exhibit "A" at the next regular election or at a special election on a date designated by Council after consideration by Council of the proposed Charter Amendment(s);

NOW, THEREFORE, Be It Ordained by the Council of the Village of Oakwood, County of Cuyahoga, State of Ohio, that:

Section 1: There shall be submitted to the electors of the Village of Oakwood, Ohio, on the date of the regular election to be held on the 4th day of November, 2025, the question of whether the Amended Charter as set forth in the attached Exhibit "A" should be adopted.

Section 2: The ballot of said election shall at the top thereof be entitled:

"Proposed Charter Amendment a majority affirmative vote is necessary for passage" and the question to be submitted on said ballot shall be in words as follows:

"Shall the proposed Amended Charter of the Village of Oakwood as reported by the Council of the Village Oakwood be adopted?"

YES - For Passage

NO - Against Passage"

Section 3: The Clerk of Council is hereby authorized and directed to forward a certified copy of this Ordinance to the Board of Elections of Cuyahoga County and cause notice

of the foregoing proposed Charter amendment to be given in accordance with general law.

Section 4: To pay the cost of publishing said notice, there be and is hereby appropriated from the General Fund such sums of money as may be required.

Section 5: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of the Village of Oakwood for the reason that it is necessary meet the deadline to submit the proposed revisions to the Board of Elections for placement upon the ballot for the regular election to be held on November 4, 2025 and, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

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: _____

ORDINANCE NO. 2025-WS-45

INTRODUCED BY _____

**AN ORDINANCE ESTABLISHING THE OAKWOOD
COMMUNITY GARDEN AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the Village Oakwood deems it advantageous to the health and welfare of its residents to provide space for the growing of healthy sources of fresh food;

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

SECTION 1. The Oakwood Community Garden is hereby established to be located in space to be designated and administered by the Director of Public Service.

SECTION 2. The Community Garden shall be subject to the rules and regulations attached hereto and incorporated herein as Exhibit 1 as amended from time to time by the Director of Public Service.

SECTION 3. The Community Garden shall be funded by grants, rentals and donations which rentals and donations shall be maintained by the Finance Director in a fund designated for that purpose and said funds are hereby appropriated for purposes set forth in this Ordinance.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the site of the garden needs to be prepared and equipment needs to be purchased in order for planting to occur on a timely basis for the next growing season, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____



COMMUNITY GARDEN

REGISTRATION, WAIVER AND RELEASE

The community gardens are located just adjacent to the Oakwood Community Park parking lot by the pavilion and available to Oakwood Village Residents ONLY.

Access to the Community Gardens is via the Oakwood Community parking lot. Parking will only be permitted in the Community Park parking lot and not along the walkway to Oakhill.

Each in-ground garden plot will be 10'x4'. ADA compliant raised beds are available upon request for those in need and/or availability.

Gardeners need to bring their plant material and planting utensils. Full sun and water are on-site. The area is completely fenced to protect the plant material and each registered gardener will be provided a code to the lockbox for access. This code should not be shared with anyone who is not a registered gardener.

Gardens will be open and ready for planting around Mother's Day.

Failure to abide by the Expectations of Gardeners listed below will be grounds for the termination of the gardener's participation in the program without refund of fees or compensation for any plantings.

..... COMMUNITY GARDEN RULES AND REGULATIONS

A Community Garden registration form, signature of acceptance of all rules and regulations, full payment of all required fees and execution of a Release of all Claims form must be completed by a gardener prior to being assigned a garden spot.

EXPECTATIONS OF GARDENERS

- Gardeners may begin planting around Mother's Day. Gardeners will be notified via email when the gardens are open - as it is based on weather.
- Garden hours are sunrise to sunset daily.
- Control weeds and overgrowth of plots and surrounding paths.
- Walking Paths are not to be blocked or damaged.
- Weeds shall not be left in the pathways. Dispose of garden waste in designated areas only.
- Do not leave hoses charged (be sure to shut off after use).
- Keep all areas neat.
- Be respectful of other gardeners' produce.
- Close and confirm the garden gate is locked upon leaving to ensure garden remains secure.
- Herbicides are not permitted. Pest control needs to be **organic**.
- Limit application of organic fertilizers to your own plot and prevent unintentional wind drift, runoff or contamination of other plots.
- Plots must be vacated no later than October 31.
- ***Proof of residency (driver's license and current utility bill) required with application.***

NAME

#

FEES, DATES AND ASSIGNMENT OF PLOTS

Annual fees - \$25.00. Garden plot assignment is based on first-come-first served.

OAKWOOD COMMUNITY GARDEN RELEASE OF ALL CLAIMS

I, _____, residing at the Oakwood

address of _____

am a participant in the Oakwood Community Garden ("Community Garden"). As a condition of being allowed to participate in the Community Garden, I fully agree to the following:

1. I am duly aware of the risks and hazards that may arise through participation in the Community Garden, and assume any expenses and liabilities I incur in the event of an accident, illness or other incapacity. If I had any questions about the Community Garden, its nature, the risks or hazards involved, I have contacted the Service Director and discussed my questions to my satisfaction.

2. In consideration of being granted the opportunity to participate in the Community Garden for this year, I, for myself, my executors, administrators, agents, successors and assigns do hereby release and forever discharge Oakwood and its officers, officials (elected or appointed), directors, employees, and Departments, including the Service Department, volunteers, and other gardeners who have signed a similar Release of All Claims from any and all rights, claims of damages, demands, and any causes of actions whatsoever, including those based on negligence, in any manner arising out of my participation in Community Garden activities. I understand that this Release of All Claims means that, among other things, I am giving up my right to sue or to otherwise make any claims for any such losses, damages, injury or costs that I may incur.

I represent and certify that my true age is either at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has read and signed this form with the intent to be legally responsible. I expressly agree that this Release of All Claims contains the entire agreement between the parties and the terms of this release are contractual and not a mere recital.

THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNED THIS WAIVER AND RELEASE OF ALL CLAIMS AND FULLY UNDERSTANDS ITS CONTENTS AND MEANING

Gardener's Signature: _____

Printed Name: _____ Date: _____

Email: _____ Phone: _____

Parent/Guardian Signature: _____

Printed Name: _____ Date: _____

OFFICE USE ONLY

METHOD OF PAYMENT (please check method & complete all fields)

☐ Check Check #: _____

☐ Visa/Mastercard Card #: _____

☐ Cash

VERIFIED RESIDENCY (staff initials): _____

RESOLUTION NO. 2025-WS-49

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY RESOLUTION ADOPTING THE RATES
AS DETERMINED BY THE BUDGET COMMISSION AND
AUTHORIZING THE NECESSARY TAX LEVIES AND
CERTIFYING THEM TO THE COUNTY AUDITOR**

WHEREAS, this Council, in accordance with the provisions of law has previously adopted a Tax Budget for the succeeding fiscal year commencing January 1, 2026; and

WHEREAS, the Budget Commission of Cuyahoga County, Ohio has certified its action thereon to this Council, together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without and what part within the ten-mill tax limitation.

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

SECTION 1. The amounts and rates, as determined by the Budget Commission in its certification, be and the same is hereby accepted.

SECTION 2. There be and is hereby levied on the tax duplicate of the Village the rate of tax necessary to be levied within and without the ten-mill limitation as follows:

	<u>Inside Ten-Mill Limitation</u>	<u>Outside Ten-Mill Limitation</u>
General Fund	2.90	0.00
Bond Retirement Fund	0.60	0.00
Police Pension Fund	<u>0.30</u>	<u>0.00</u>
TOTAL	3.80	0.00

SECTION 3. The Clerk of Council and Director of Finance are hereby authorized and directed to certify and deliver a copy of this Resolution to the County Auditor of Cuyahoga County.

SECTION 4. 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 is to immediately adopt the necessary tax levies proposed by the Cuyahoga County Budget Commission so to meet certain deadlines. 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: _____

Tanya Joseph, Clerk of Council

Johnnie Warren, President of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(VILLAGE COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the Village of Oakwood, Cuyahoga
County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
2025, at the office of _____ with the following members
present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2026 and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the Village of Oakwood,
Cuyahoga County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Com- mission Inside 10 M. Limitation	County Fiscal Officer's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			2.90	
General Bond Retirement Fund			0.60	
Park Fund				
Recreation Fund				
Police Pension			0.30	
TOTAL	\$0	\$0	3.80	0.00

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on for not to exceed years.	,20	
Current Expense Levy authorized by voters on for not to exceed years.	,20	
Current Expense Levy authorized by voters on for not to exceed years.	,20	
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed years.	,20	
Recreation Fund: Levy authorized by voters on for not to exceed years.	,20	
Fund: Levy authorized by voters on for not to exceed years.	,20	
Fund: Levy authorized by voters on for not to exceed years.	,20	
Fund: Levy authorized by voters on for not to exceed years.	,20	
Fund: Levy authorized by voters on for not to exceed years.	,20	

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this Resolution to the Fiscal Officer of Said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20____

Attest:

President of Council

**CERTIFICATE TO COPY
ORIGINAL ON FILE**

The State of Ohio, Cuyahoga County, ss.

I, _____, Clerk of the Council of the Village
of Oakwood within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

No. _____

COUNCIL OF THE Village OF

Oakwood

Cuyahoga County, Ohio.

**RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER**

(Village Council)

Adopted _____, 20____

Clerk of Council

Filed _____, 20____

County Fiscal Officer

By _____
Deputy

ORDINANCE NO. 2025-WS-50

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH ANTHONY MOSES, INDIVIDUALLY TO SELL VILLAGE LAND
DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER
AS PERMANENT PARCEL NO. 795-10-011.**

WHEREAS, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-10-011 depicted on Exhibit “2” attached hereto and incorporated herein; and,

WHEREAS, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-10-011 (hereinafter “the Property”) to Anthony Moses, individually (hereinafter “Purchaser”) to be developed and maintained as part of his driveway to his single-family residence property; and,

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

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

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

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

PASSED: _____

Johnnie A. Warren, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica L. Nikolic

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT "1"

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered as of the last date of execution specified below, by and between The Village of Oakwood, Ohio hereinafter referred to as SELLER, and Anthony Moses, 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. 795-10-011 consisting of approximately .155 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 of One Thousand Five Hundred Dollars and 00/100 Dollars (\$1,500.00).

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 with the parcel designated by the Cuyahoga County Fiscal Officer as Permanent Parcel Nos. 795-10-010 presently owned by PURCHASER.
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 **November 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:

Anthony S. Moses
25183 Arbutus Rd.
Oakwood, Ohio 44146

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: _____
Erica Nikolic, Mayor

APPROVED AS TO LEGAL FORM

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

PURCHASER

Date

Anthony S. Moses

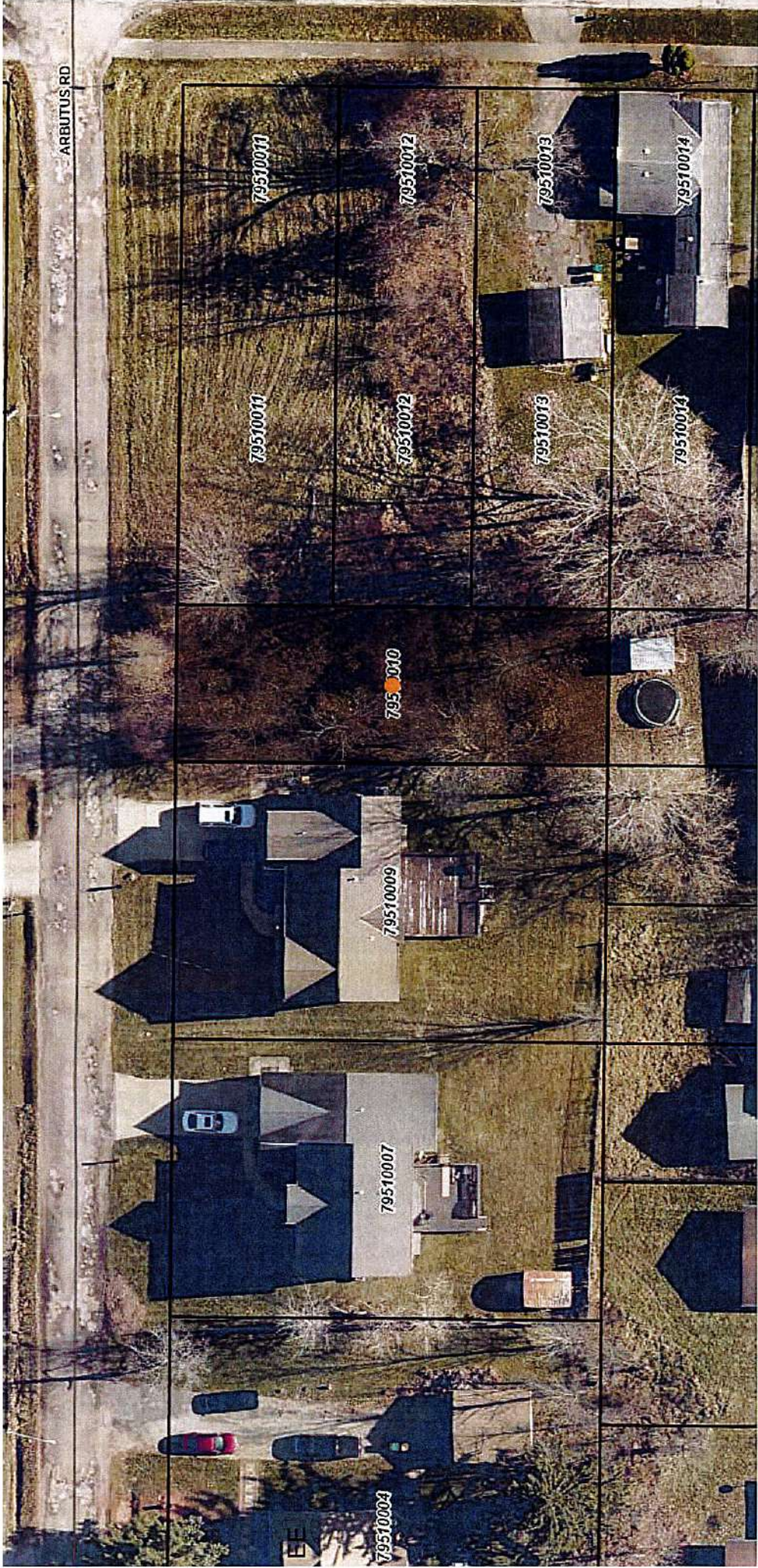


Exhibit "2"

RESOLUTION NO. 2025-WS-51

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-10-011.

WHEREAS, the Village of Oakwood, and Anthony Moses, individually (hereinafter referred to as "Purchaser") have reached an agreement in principle, as set forth in Exhibit "1" attached hereto and incorporated herein, for the sale of said Property to Purchaser; and

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

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

SECTION 1. Proposed Ordinance No. 2025- , attached hereto and made a part hereof by reference and marked Exhibit "A", which provides for the sale to Purchaser of Village land designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 79510-011 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: _____

Johnnie A. Warren, President of Council

Tanya Joseph, Clerk of Council

Presented to the

Mayor _____

Approved: _____

Mayor, Erica L. Nikolic

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

ORDINANCE NO. 2025 –

INTRODUCED BY...

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH ANTHONY MOSES, INDIVIDUALLY TO SELL VILLAGE LAND
DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER
AS PERMANENT PARCEL NO. 795-10-011.**

WHEREAS, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-10-011 depicted on Exhibit “2” attached hereto and incorporated herein; and,

WHEREAS, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-10-011 (hereinafter “the Property”) to Anthony Moses, individually (hereinafter “Purchaser”) to be developed and maintained as part of his driveway to his single family residence property; and,

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

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

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

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

PASSED: _____

Johnnie A. Warren, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica L. Nikolic

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

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 Anthony Moses, 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. 795-10-011 consisting of approximately .155 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 of One Thousand Five Hundred Dollars and 00/100 Dollars (\$1,500.00).

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 with the parcel designated by the Cuyahoga County Fiscal Officer as Permanent Parcel Nos. 795-10-010 presently owned by PURCHASER.
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 **November 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: Anthony S. Moses
25183 Arbutus Rd.
Oakwood, Ohio 44146

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: _____
Erica Nikolic, Mayor

APPROVED AS TO LEGAL FORM

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

PURCHASER

_____ DATE Anthony S. Moses



Exhibit "2"

RESOLUTION NO. 2025-WS-52

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO
EXECUTE AND DELIVER TO THE STATE OF OHIO A CERTAIN
RESOLUTION OF INTENT TO REIMBURSE TO THE VILLAGE SCMR
FUND CERTAIN GRANT FUNDS PROVIDED BY THE STATE FOR THE
CT04AB/CT05AB TRYON ROAD PHASE 1 RESURFACING PROJECT
AND DECLARING AN EMERGENCY**

WHEREAS, the Village is eligible to be reimbursed from the State of Ohio the sum of \$249,999.00 to the Village's SCMR Fund for costs incurred by the Village relating to the CT04AB/CT05AB Tryon Road Phase 1 Resurfacing Project; and,

WHEREAS, in order to receive the foregoing reimbursement, it is necessary to execute the Resolution of Intent attached hereto and incorporated herein as Exhibit "A".

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

SECTION 1. That the Finance Director is hereby authorized to execute and deliver to the State of Ohio the Resolution of Intent attached hereto and incorporated herein as Exhibit "A":

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the reimbursement at issue is a substantial sum that will be beneficial to the financial well-being of the Village if received at the earliest possible date, 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: _____

Johnnie Warren, President of Council

Tanya Joseph, Clerk of Council

Presented to the

Mayor _____

Approved: _____

Mayor, Erica Nikolic

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

RESOLUTION OF INTENT

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE VILLAGE OF OAKWOOD ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS
SCMR FUND FOR THE CT04AB / CT05AB, TRYON ROAD PHASE I RESURFACING WITH
THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.

BE IT RESOLVED by the Village of Oakwood on behalf of the State of Ohio that:

- Section 1. The Village of Oakwood reasonably expects to receive a reimbursement for the Project named Tryon Road Phase I Resurfacing as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.
- Section 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$249,999.00.
- Section 3. The Fiscal Officer of the Village of Oakwood is hereby directed to file a copy of this Resolution with the Village of Oakwood for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission
- Section 4. The Village of Oakwood finds and determines that all formal actions of this Village concerning and relating to the adoption of this Resolution were taken in an open meeting of the Village of Oakwood and that all deliberations of this Village and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements
- Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

Upon roll call on the adoption of the resolution, the vote was as follows:

Resolution adopted: _____, 20__

The foregoing is a true and correct excerpt from the minutes of the meeting on _____, 20__ of the Village of Oakwood showing the adoption of the resolution herein above set forth.

Brian Thompson

Exhibit "A"

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: _____

ADDENDUM

This Addendum shall be attached to, shall become a part of and shall supersede any conflicting provisions contained in a certain contract executed by Johanna Wallace on behalf of himself and J Wall Homes, LLC (hereinafter "Purchasers") on or about April 16, 2025 by which Purchasers have agreed to purchase from the Village of Oakwood, Ohio (hereinafter "Seller") certain real property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 consisting of approximately .155 acres and Permanent Parcel No. 795-08-029 consisting of approximately .138 acres (hereinafter the "Property").

As additional consideration to induce Seller to enter the foregoing contract, Purchasers agree that within three (3) months of closing and the issuance of all necessary permits, Purchasers shall commence and within one year of said date shall complete construction of a single-family dwelling of at least 1,900 square feet on the Property. In the event Purchasers fail to comply with this paragraph, the Property shall revert, to Seller without compensation to Purchasers.

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

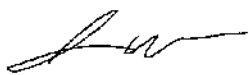
APPROVED AS TO LEGAL FORM

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

PURCHASER:
J Wall Homes, LLC

8/21/2025

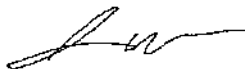
Date

By: _____
(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

AMENDED RESOLUTION NO. 2025-38

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 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. 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. 2025-38 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: _____

ADDENDUM

This Addendum shall be attached to, shall become a part of and shall supersede any conflicting provisions contained in a certain contract executed by Johanna Wallace on behalf of himself and J Wall Homes, LLC (hereinafter "Purchasers") on or about April 16, 2025 by which Purchasers have agreed to purchase from the Village of Oakwood, Ohio (hereinafter "Seller") certain real property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-030 consisting of approximately .138 acres and Permanent Parcel No. 795-08-031 consisting of approximately .138 acres (hereinafter the "Property").

As additional consideration to induce Seller to enter the foregoing contract, Purchasers agree that within three (3) months of closing and the issuance of all necessary permits, Purchasers shall commence and within one year of said date shall complete construction of a single-family dwelling of at least 1,900 square feet on the Property. In the event Purchasers fail to comply with this paragraph, the Property shall revert, to Seller without compensation to Purchasers.

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

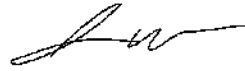
James A. Climer
Law Director, Village of Oakwood, Ohio

PURCHASER:

J Wall Homes, LLC

8/21/2025

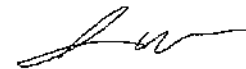
Date

By: _____
(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

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

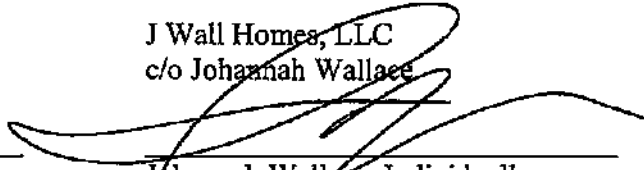
April 16 2025



DATE

April 16 2025

J Wall Homes, LLC
c/o Johannah Wallace

A large, stylized handwritten signature in black ink, appearing to read 'JWall', is written over the signature line and extends into the date field.

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

79508028 | OAKWOOD VILLAGE LAND REUTILIZATION PROGRAM | 7258 LAMSON RD | OAKWOOD



Search Results

View Map

PROPERTY DATA

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

TAXES

Tax By Year

Pay Your Taxes Online

LEGAL RECORDINGS

Get a Document List

ACTIVITY

Informal Reviews

Board of Revisions Cases





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

[Top](#)
[Go To Full Map](#)

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

ADDENDUM

This Addendum shall be attached to, shall become a part of and shall supersede any conflicting provisions contained in a certain contract executed by Johanna Wallace on behalf of himself and J Wall Homes, LLC (hereinafter "Purchasers") on or about April 16, 2025 by which Purchasers have agreed to purchase from the Village of Oakwood, Ohio (hereinafter "Seller") certain real property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 consisting of approximately .155 acres and Permanent Parcel No. 795-08-029 consisting of approximately .138 acres (hereinafter the "Property").

As additional consideration to induce Seller to enter the foregoing contract, Purchasers agree that within three (3) months of closing and the issuance of all necessary permits, Purchasers shall commence and within one year of said date shall complete construction of a single-family dwelling of at least 1,900 square feet on the Property. In the event Purchasers fail to comply with this paragraph, the Property shall revert, to Seller without compensation to Purchasers.

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

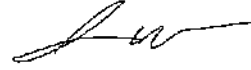
PURCHASER:

J Wall Homes, LLC

8/21/2025

Date

By: _____

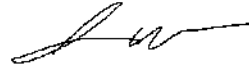


(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

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 "1"

PURCHASE AGREEMENT

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

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

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

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

consent of the Village of Oakwood.

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

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

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

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

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

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

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

remove said defect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

executors, administrators and assigns.

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

SELLER

VILLAGE OF OAKWOOD, OHIO

DATE

by: _____
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

PURCHASER

April 16 2025

DATE



J Wall Homes, LLC
c/o Johannah Wallace

April 16 2025

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

DATE

Johannah Wallace, Individually

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




CUYAHOGA COUNTY, *Ohio*

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Exhibit 2

Search

City Entire County Search By ☐ Owner ☒ Parcel ☐ Address

79508028 | OAKWOOD VILLAGE LAND REUTILIZATION PROGRAM | 7258 LAMSON RD | OAKWOOD

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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

ADDENDUM

This Addendum shall be attached to, shall become a part of and shall supersede any conflicting provisions contained in a certain contract executed by Johanna Wallace on behalf of himself and J Wall Homes, LLC (hereinafter "Purchasers") on or about April 16, 2025 by which Purchasers have agreed to purchase from the Village of Oakwood, Ohio (hereinafter "Seller") certain real property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-030 consisting of approximately .138 acres and Permanent Parcel No. 795-08-031 consisting of approximately .138 acres (hereinafter the "Property").

As additional consideration to induce Seller to enter the foregoing contract, Purchasers agree that within three (3) months of closing and the issuance of all necessary permits, Purchasers shall commence and within one year of said date shall complete construction of a single-family dwelling of at least 1,900 square feet on the Property. In the event Purchasers fail to comply with this paragraph, the Property shall revert, to Seller without compensation to Purchasers.

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

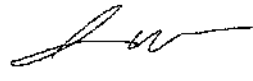
APPROVED AS TO LEGAL FORM

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

PURCHASER:
J Wall Homes, LLC

8/21/2025

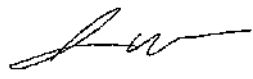
Date

By: _____
(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

AMENDED RESOLUTION NO. 2025-41

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUYAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-09-043.

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

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

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

SECTION 1. Proposed Ordinance No. 2025 - , attached hereto and made a part hereof by reference and marked Exhibit "A", which provides for the sale to Purchaser of Village land designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-09-043 (a diagram of said property being attached as Exhibit 2 to said Proposed Ordinance) be and hereby is referred to the Planning Commission pursuant to Charter Sec. 10.02 (C) for report and recommendation.

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

ADDENDUM

This Addendum shall be attached to, shall become a part of and shall supersede any conflicting provisions contained in a certain contract executed by Johanna Wallace on behalf of himself and J Wall Homes, LLC (hereinafter "Purchasers") on or about April 16, 2025 by which Purchasers have agreed to purchase from the Village of Oakwood, Ohio (hereinafter "Seller") certain real property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-09-043 consisting of approximately .115 acres (hereinafter the "Property").

As additional consideration to induce Seller to enter the foregoing contract, Purchasers agree that within three (3) months of closing and the issuance of all necessary permits, Purchasers shall commence and within one year of said date shall complete construction of a single-family dwelling of at least 2,000 square feet on the Property. In the event Purchasers fail to comply with this paragraph, the Property shall revert, to Seller without compensation to Purchasers.

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

James A. Climer


Law Director, Village of Oakwood, Ohio

PURCHASER:

J Wall Homes, LLC

8/21/2025

Date

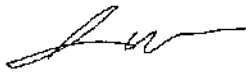
By: 

(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

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 "T" 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 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

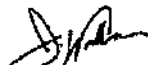
James A. Climer,
Law Director
Village of Oakwood, Ohio

PURCHASER

April 24, 2025
DATE


J Wall Homes, LLC
c/o Johannah Wallace

April 24, 2025
DATE


Johannah Wallace, Individually


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CUYAHOGA COUNTY, *Ohio*
MyPlace

Exhibit 2

Search

City Entire County 

Search By ☐ Owner ☒ Parcel ☐ Address

795-09-043



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Land

Building Information

Building Sketch

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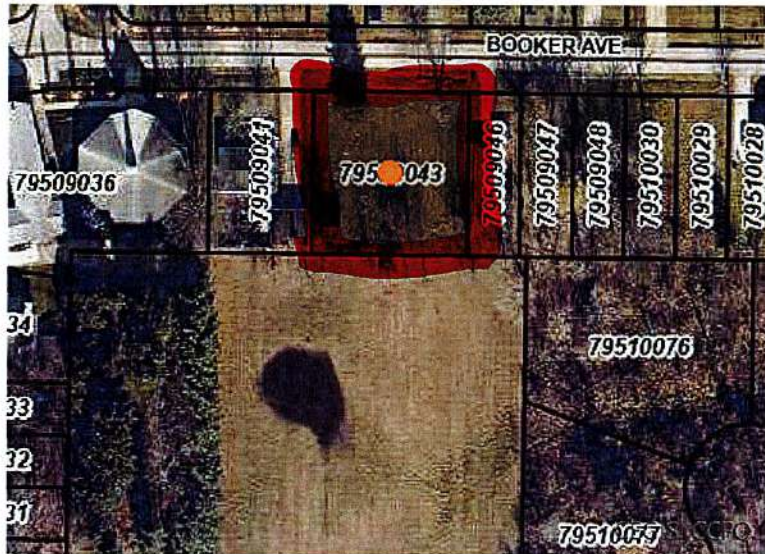
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WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS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

THANK YOU

ADDENDUM

This Addendum shall be attached to, shall become a part of and shall supersede any conflicting provisions contained in a certain contract executed by Johanna Wallace on behalf of himself and J Wall Homes, LLC (hereinafter "Purchasers") on or about April 16, 2025 by which Purchasers have agreed to purchase from the Village of Oakwood, Ohio (hereinafter "Seller") certain real property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-09-043 consisting of approximately .115 acres (hereinafter the "Property").

As additional consideration to induce Seller to enter the foregoing contract, Purchasers agree that within three (3) months of closing and the issuance of all necessary permits, Purchasers shall commence and within one year of said date shall complete construction of a single-family dwelling of at least 2,000 square feet on the Property. In the event Purchasers fail to comply with this paragraph, the Property shall revert, to Seller without compensation to Purchasers.

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

James A. Climer

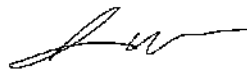
Law Director, Village of Oakwood, Ohio

PURCHASER:

J Wall Homes, LLC

8/21/2025

Date

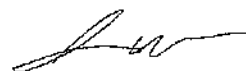
By:  _____

(Title)

PURCHASER:

8/21/2025

Date

 _____

Johannah Wallace

ORDINANCE NO. 2025-66

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A DELINQUENT DEBT COLLECTION AGREEMENT
WITH THE OHIO ATTORNEY GENERAL AND DECLARING AN
EMERGENCY**

WHEREAS, the Village Oakwood has had continuing difficulties collecting Emergency Medical Services charges from non-residents; and,

WHEREAS, the Ohio Attorney General offers services to local political subdivisions in collecting on such charges and passes the costs of those services on to the debtor as described in the Delinquent Debt Collection Agreement attached hereto and incorporated herein as Exhibit "A".

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

SECTION 1. The Mayor be and is hereby authorized to enter into the Delinquent Debt Collection Agreement attached hereto and expressly made a part hereof by reference and marked Exhibit "A".

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that a delays will cause further issues with the collectability of charges that are presently owing to 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: _____
Johnnie Warren, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Erica Nikolic, 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. 2025-66 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. 2025-66 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: _____



DAVE YOST
OHIO ATTORNEY GENERAL

Exhibit A

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

30 E Broad St, 14th Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
THE VILLAGE OF OAKWOOD, OHIO**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and (Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 The Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. The Attorney General will assign debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 The Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. The Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General.
All debt must be final.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.
- (f) Debt must be less than 10 years old.
- (g) Debt must be over \$100 per debtor.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that has a small balance.
- (b) Debt that is against a juvenile.
- (c) Debt against a presently incarcerated individual.
- (d) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (e) Debt from any type of utility.
- (f) Debt resulting from code enforcement violations.
- (g) Debt that results from a red light camera violation/citation.

**PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO
DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE.
ADDITIONALLY, THE AGO RESERVES THE RIGHT TO CHANGE WHAT DEBTS MAY BE
ACCEPTED AT ANY TIME.**

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

, executed by _____,

, on _____, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

_____ Mayor	_____ Date
----------------	---------------

_____	_____ Date
-------	---------------

_____	_____ Date
-------	---------------

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

_____ Law Director	_____ Date
-----------------------	---------------

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____
Lucas Ward
Section Chief
Date

RESOLUTION NO. 2025-67

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF
IMAM YUSUF ABDUL-ALI**

WHEREAS, Imam Yusuf Abdul-Ali, a longtime resident of Oakwood Village, passed away Tuesday, October 14th, 2025, at the age of 75; and

WHEREAS, Yusuf Abdul-Ali was born Curtis Leroy Jones on November 19th, 1949, in Cleveland, Ohio, to the late Isabell Jones and Matthew Jones. He was the youngest of three siblings and was preceded in death by his brother James Jones and sister Carolyn Jones; and

WHEREAS, Yusuf was educated in the Cleveland Public School system and graduated from John Adams High School in 1969. That same year, he married his high school sweetheart, Elizabeth (Black) Ali, in July 1969. Together, they built a beautiful life and home in Oakwood Village, where they lived for over 50 years, surrounded by love, faith, and family. He later attended the Westside Institute of Technology, where he developed the skills that led to a successful career with the Cuyahoga Metropolitan Housing Authority (CMHA). He served faithfully as a stationary engineer until his retirement in 2011; and

WHEREAS, In 1975, Yusuf embraced the faith of Islam and took the name Yusuf Abdul-Ali, dedicating his life to spiritual growth, community service, and leadership. His faith became his guiding light, shaping his mission to uplift others and promote unity and understanding; and

WHEREAS, Yusuf was elected Imam of Masjid Al-Warith Deen, where he provided years of spiritual leadership, guidance, and support to his congregation and the greater Cleveland community. His wisdom, kindness, and lifelong devotion to serving others left a lasting impact on all who knew him; and

WHEREAS, Throughout his life, Imam Yusuf Abdul Ali was deeply committed to faith, education, leadership, and community service. His devotion to uplifting others and building unity is reflected in his many accomplishments throughout the years; and

WHEREAS, Yusuf was a proud and loving father to his children Craig (Dawn) Ali, Shaun Ali (Sue Kalbrunner), and Naimah (Jason) Gooden and cherished his nine grandchildren and seven great-grandchildren. He was deeply devoted to his family, his community, and to living a life of faith, purpose, and humility. Imam Yusuf Abdul-Ali will be remembered for his dedication to truth and service, and his unwavering belief in the power of faith. His legacy of love, leadership, and devotion will continue to inspire all who were blessed to know him.

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

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

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Imam Yusuf Abdul-Ali.

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

PASSED: _____

Johnnie Warren, President of Council

Tanya A. Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

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. 2025-67 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2025.

Tanya A. Joseph, Clerk of Council

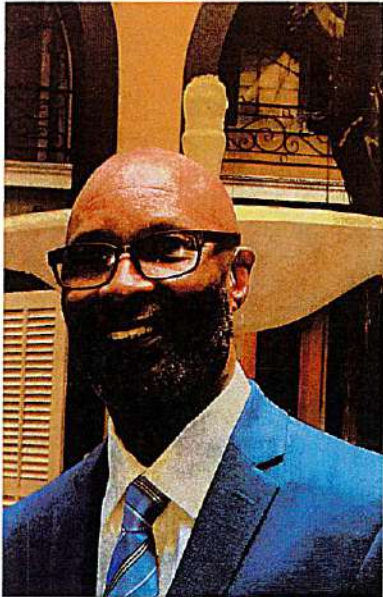
POSTING CERTIFICATE

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. 2025-67 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

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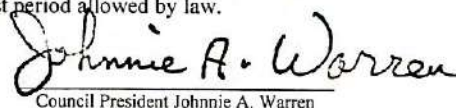
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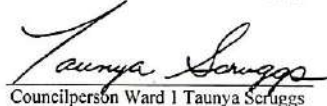
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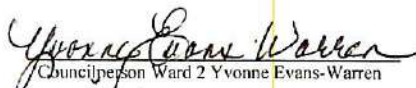
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Mayor Erica L. Nikolic

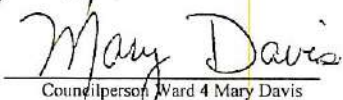

Council President Johnnie A. Warren

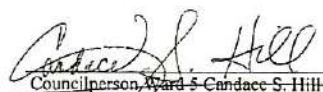

President Pro-Tem Eloise Hardin


Councilperson Ward 1 Taunya Scruggs


Councilperson Ward 2 Yvonne Evans-Warren


Councilperson Ward 3 Paggie Matlock


Councilperson Ward 4 Mary Davis


Councilperson Ward 5 Candace S. Hill


Clerk of Council, Tanya A. Joseph



RESOLUTION NO. 2025-68

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF DARLENE PATRICIA ANN HARDIMON

WHEREAS, Darlene Patricia Ann Hardimon, a longtime resident of Oakwood Village for 48 years, has sadly passed away Friday, October 8th, 2025, at the age of 77; and

WHEREAS, Darlene was born on December 12th, 1947, in Cleveland, Ohio, to Clifton and Dorothy (Davis) White; and

WHEREAS, Darlene graduated from East Technical High School in 1965. She entered the healthcare field beginning her career as a Nurse's Aide at the Sisters of St. Vincent Charity Hospital. Her ambition and devotion to service led her through a dynamic 27-year tenure at the hospital, advancing into roles including department secretary for the Lions Eye Association and ultimately serving as Director of Ambulatory Care; and

WHEREAS, In 1966, Darlene married her high school sweetheart, Willie Hardimon Jr., whom she met at East Technical High. Together, they raised three sons: Willie "Trae" III, Clifton "Clif", and Kevin, building a life rooted in faith, family, and service; and

WHEREAS, After her time at St. Vincent, Darlene brought her talents and leadership to Northeast Ohio Neighborhood Health Services, Inc. (NEON), where she served as the Associate Director of Nursing Affairs and Coordinator of Quality Improvement and Research, overseeing a staff of over 40 employees. Her deep knowledge of health systems, combined with her passion for excellence, made her a highly respected figure in public health leadership; and

WHEREAS, Darlene held both bachelor's and master's degrees in psychology, the latter with a specialization in Diversity from Cleveland State University. She was credentialed by the National Training Laboratories (NTL) Institute for Applied Behavioral Science as a certified Diversity Specialist, and she consulted widely across public and private sectors. Her published work, "Diagnosing the Cultural Competence of Hard-Hatted Women", reflects her commitment to equity and representation in the workplace. A recognized voice on issues of healthcare, welfare reform, and cultural competency, Darlene was featured on WEWS News Channel 5's Kaleidoscope and Cleveland State University's Black Studies radio program; and

WHEREAS, Darlene held numerous leadership roles in esteemed national and local organizations such as: past president of Top Ladies of Distinction, Inc. (TLOD-Greater Cleveland Chapter), nationally served as Chairman of Community Partnerships for TLOD, past president of the National Council of Negro Women (NCNW- Western Reserve Section), she was a member of Alpha Kappa Alpha Sorority, Inc., Alpha Omega Chapter, she was a member of The National Coalition of 100 Black Woman, Inc., Greater Cleveland Chapter, and many more national and local organizations. She was a sought-after speaker, educator, and mentor. Her influence was felt in every room she entered, whether it was a hospital boardroom, a classroom, a community meeting, or her own home. Her legacy will endure in the lives she touched, the

institutions she shaped, and the principles she lived by; and

WHEREAS, Darlene was a devoted wife, mother, grandmother, mentor, and friend. She was deeply admired for her grace, intellect, and steadfast dedication to helping others succeed. Darlene leaves to cherish her memory: her three sons, Willie Hardimon III, Clifton Hardimon, and Kevin Hardimon (Mitzi), all of Cleveland, OH; grandchildren; Niyana Hardimon-Schellhous (Tracy), Cornelia Hamilton, Jade Brielle Burnett, Cheyenne N. Hardimon, Amiyah N. Hardimon, and a host of nieces, nephews, cousins, and dear friends. She also leaves behind a vibrant legacy of leadership, scholarship, faith, and service that will continue to inspire generations to come.

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

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

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Darlene Patricia Ann Hardimon.

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

PASSED: _____

Johnnie Warren, President of Council

Tanya A. Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

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. 2025-68 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. 2025-68 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

Date

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Erica L. Nikolic
Mayor Erica L. Nikolic

Johnnie A. Warren
Council President Johnnie A. Warren

Eloise Hardin
President Pro-Tem Eloise Hardin

Taunya Scruggs
Councilperson Ward 1 Taunya Scruggs

Yvonne Evans-Warren
Councilperson Ward 2 Yvonne Evans-Warren

Paggie C. Matlock
Councilperson Ward 3 Paggie Matlock

Mary Davis
Councilperson Ward 4 Mary Davis

Candace S. Hill
Councilperson Ward 5 Candace S. Hill

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



**VILLAGE OF OAKWOOD
SPECIAL MEETING MINUTES
2025-9-16**

ATTENDANCE

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

ABSENT

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

** Arrived after roll call*

Meeting opened at 5:10pm by Warren
Pledge of Allegiance
Roll Call taken

2025-60 A RESOLUTION APPOINTING COUNCILWOMAN ELOISE HARDIN TO THE POSITION OF
Introduced by **PRESIDENT PRO-TEM OF COUNCIL AND DECLARING AN EMERGENCY**
Council as a whole
1st read 9-16-25

Motion to suspend 2025-60 made by Davis seconded by Matlock
YES VOTE: Warren, Hardin, Scruggs, Matlock, Davis, Hill
MOTION PASSED

Motion to adopt 2025-60 made by Davis seconded by Matlock
YES VOTE: Warren, Scruggs, Matlock, Davis, Hill
ABSTAIN: Hardin
MOTION PASSED

Warren: I'm going to excuse them, but at first I have to announce what we're doing in the end to excuse them. **Davis:** We want them to talk first. **Warren:** Ok, now remember, especially when the executive session we only have two items or whatever's on the agenda. **Hardin:** Yes, but we can always open for public comment. **Warren:** No, you can't, not executive sessions. **Hill:** No, she's saying you can open a public comment before we go into that, so that they're not waiting. **Warren:** Okay, are there any public comments for the residents? We open up the floor for public comment.

Floor open for Public Comments

Melinda Hart, 7327 Free Ave| **Hart:** Hi, my name is Melinda Hart, I live at 7327 Free Avenue in the glorious Oakwood Village. And I just heard something that was remarkable. It's the new day

in Oakwood, so I agree. And I hope that this new day in Oakwood promotes and keeps going the respect that you all have for each other. Because if it's not here, it's now going to be out there either. We elected you all to represent us. Our voice is only here, this is the only time you hear us, except for the ballot box. Which will speak loudly because we will be holding you all accountable. Most of us moved here, I know, Eloise, you've been here for, what, 94 years, right? We love our community; I moved here to retire here to love my community. And when I die on Free Avenue I'm going to (inaudible), but in the meantime I want you to understand that the residents... You all need to know what the residents think about whatever. Nobody ever comes to us and asks us anything. And I know that you're voting your heart, and you're voting your opinion, but you don't even know what we want. You don't even meet with us to know what we want. And we're the ones that elected you. And so, the new day in Oakwood is that we're going to be holding you accountable to us. We want to see some progress, we want to see that, for all these increased property taxes that we're paying, that something in our community gets changed. That somebody comes and asks us, well, what is it that you would like to see in your ward? And you can't do that flat-mented. You can't, you can do that when you have an agenda, and you have an agenda, and you had an agenda, and everybody's got their own agenda. But the agenda does not put the constituents in your ward in priority. May the record reflect that Mrs. Hardin forced me to get up here and speak. **Scruggs:** I just wanted to kind of let you know some of the things that we have done to put in place what you were talking about with getting the residents opinions. And getting our Constituents ideas and thoughts before we make a decision. We do have community meetings every single month that are separate from this that we invite the community out. So, our community meetings take place and have they started at the top of the year. And they've been going all throughout the year on the third Tuesday of every single month for wards one and two. And also, the third Wednesday every single for warts three, four, and five. So actually, today was one of our community meetings that would normally happen and we're also going to still look at tomorrow's. But that's one of the things that we're doing to make sure that we invite our constituent opinions. We also had a gentleman come, one of the residents come, and actually share his ideas and his thoughts. So, we are taking that to heart. We want to know what everyone's thoughts are. When it came to one of those legislations that was for the fireworks. We did go around and have a survey that was available for people to decide whether or not they were interested in that fireworks going forth, but we want to keep that and enhance it. We haven't had a ton of people showing up for those meetings, but we want enhance that, we want make it better. We want more people to kind of come and say, this is a free form for you. To kind of say, hey, we're not in the actual Council meeting, so it's a little more conversational. But we do want to know, and you do want to make sure that our vote does reflect what you desire. **Davis:** It's in the community center, so it's not in Council chambers, it's just open in the community hall. It's always open to everybody, so we love to have more people come. Because we've got a lot, we get some people that bring their concerns there, and we get to talk in between. **Matlock:** And if you missed the day of your ward, you're welcome to come to the next day with the other wards. **Warren:** And just to let you know, for the record, we are just as appalled in having issues about the taxes that you're talking about, the increase. But Oakwood Village has not benefited from one dime of those taxes. All of those taxes are going to the County and the school board. We have not increased the local municipal tax in about eight to ten years from two to two and a half percent in all of the other communities that are at that same rate. But we are victims of that same intrusion on our lives. When my house note, I refinanced, just to be personal about it, I refinance my house because the mortgage company called me for like two years after I lived in it. And I was at 5%, they offered me three, I don't know why, but they did. My mortgage payment went down \$200 a month. And soon as this tax came, it went back up \$200 per month.

But we do all that we can with the revenues that we have. We have open Council meetings so that is a forum for people that have an issue or have a concern about what's going on in Village that they can express it there. And, or as our Council members have said, thanks goodness to the to the newer Council people and more innovative, they have established monthly meetings for the residents to attend. And so, we're all ears for addressing the needs of the residents and beyond that, we have to anticipate them. We have roads that are bad shape that we have to repair and things of that nature. But specific individual items, we're more than happy to do our best to meet those expectations or anticipations. **Hart:** Well, might I add that I've lived in Oakwood now 21 years, and it was only early this year that I even knew about community meetings. **Warren:** They just started this year. **Hart:** And I have attempted to come to a meeting last month. I was very very sick, but I got in my car, and I drove up there. No cars, no nothing, I didn't know what happened. We didn't get any notice that there wasn't going to be a meeting. Ironically, that turned out to be good thing because the next day I was admitted to the hospital with COVID. **Matlock:** You know what? I'm going to apologize, last month we were in recess. We didn't have any because we were in recess for that whole month, I know I was on vacation. We were in recess, and we were trying to get together those summer concerts trying to finish up a lot of the Mayor's work that he wanted to have done in the summer. So, it really wasn't a recess because we still worked during the summer. But we took care of a lot of the things that he wanted to have done in the summer he couldn't attend. **Hart:** Okay, but this was a ward 5 meeting. If there's not going to be a meeting, perhaps there's some way that you can let, I don't know how, social media, I do not know how. You can let us know that there's no meeting. **Matlock:** Okay. **Warren:** Yes.

Ashley Mosby, 21433 North Lane| **Mosby:** Oh, um, I was just going to ask about the dates again. Because on the calendar on the website the only thing that comes up I want to say is some of the exercise work out class. So, like on the calendar nothing populates as far as the events going on in the community. So, I knew nothing about the communities. **Hardin:** Well, ma'am, let's deal with the obvious elephant in the room. The change has come to Oakwood, and we are all... Kind of holding our breath, praying for just what you said, that we all work together. And this is a time that we will see what we're made of. **Joseph:** If you're looking for those dates, they have them posted on the home page at the banner. So, you'll have to look in the banner, and it'll give you the list of all the dates for the rest of the year. **Hill:** They were also delivered to your door, but it's been, I think we did that at the top of the year. We haven't sent another one, we can send a reminder though for the rest of the year. **Mosby:** The website is fine. **Joseph:** We sent it out in constant contact as well. If you leave your email, then I can put you on the list so you can received those. **Mosby:** Oh, perfect, thank you. **Joseph:** You're welcome. **Hardin:** But for those of us that are a little challenged, we're going to still put a, all kidding aside, those of that are not involved with modern technology, we will still and more than ever during this time of change in the community as it relates to leadership, you will be more than likely bombarded. You need to know; we encourage you to come. But we will be putting information out and our new Mayor is in the audience. This is not to, by any stretch of the imagination, to ignore you. We're all going to work together to make this work. If one fail, we're all going to go down and everybody's watching; this is no secret. So, we ask you to pray for us and understand that one person will not cause us to fail, his death. We're prepared to go forward with the progress, and it's interesting, Gary Gottschalk gave us the Village, I'm getting a little flustered, I'm sorry... **Matlock:** He gave us a vision, he knows where we need to go through to finish out a lot, and that's going to happen. **Hardin:** What's our motto? **Warren:** Proud and progressive. **Hardin:** Proud, and progressive, duh, I'm a little frustrated and a little emotional today. Proud and progressive, we got the proud.

We have to continue the progressive, we can't get stuck. There's no reason in this day and age. So we're going to proceed, maybe not in his vision, he's had an opportunity. And God rest his soul, we will continue as a community. But we got to do it together and you can count on us to do that.

Hart: And the one thing that God hates is pride, so you might want to think about changing your motto.

Hardin: Very astute, very astute, words are powerful and that's why you have a motto, and that that's a good thought. So, along with the change of administration, maybe that's something we should... The way we got there, we had a contest 89 years ago, not 98, I'm just kidding. But again, God bless you all, please let your neighbors know that we're going to try to continue to make this a very progressive place to live, okay, there's no reason for us not to.

Warren: I'll augment that by saying, let them know that we're going to continue. We don't have to try. We're going continue. I've been working with the Mayor since 1996, for the community and I'm the chair of the Community Economic Development Committee. And we have done the rural work. We've gotten more grants than any of the surrounding communities in Cuyahoga County. There was one year that we were the only one to get grants because the state through everybody else's applications out. Upset with them and gave us the grant for the Forbes Road improvement. And then retained the money that they were going to give to the other people and gave it to us for the, what's that street, Lampson Road improvement? That was back in 2002 and 2003. So we have been highly progressive. We know our vision, and we're just going to carry on to provide the best services that we can, but if there's any additional services or anything that you need, please contact our offices and we will be in our greatest pursuit to make sure that it happens if it's something that we can do.

Morris Morgan, 7343 Free Ave| **Morgan:** I think the Mayor left all of you guys in a wonderful position. Let's come together and continue the practice. Thank you, Councilwoman Hill, for tearing that house down for us. **Hill:** We did that as a team because none of us do anything alone.

Morgan: But it was an eyesore for over 20 years. Yes, it was. **Hill:** Yes it was, but there was no one person. We had to get the money in the budget; we had to move it. **Morgan:** Everyone that was involved, thank you. It does nothing but continue what Gary has taught us; this is our home.

We pay a lot of tax dollars, not just to you, Oakwood Village, State, and everybody else. My tax dollars were the cheapest in Cuyahoga County in 2004...

Warren: And the steel there is still in the top three to five cheapest in 2024.

Morgan: I understand and believe that, the only thing I'm saying is let's continue what Gary has instilled in us.

Matlock: And it will be done, I've seen it, I've seen Oakwood since 1972 and you know what I've see it grow. We played in the rocks and

with their help and I have to commend the Council and Mayor Gottschalk. When I came back from college, I'm going to tell you something, Oakwood was building up absolutely beautiful. I

mean, we played on the street, I'm telling you, we play in the woods, and we played down by

Tinker's Creek. We only had one policeman, one policeman, Barney was his name I can

remember. **Morgan:** Look at the progress of where we're at today.

Matlock: And you want to know something, that's me too. I mean, I'm a homeowner, My parents are still living, thank God,

they're homeowners, my sister is a homeowners, and you want to know something? I'll be darned

if I let it go down. I love Oakwood, I mean I really love it. I mean I've always had this thing.

Morgan: We have a great tax base, nice place to build...

Matlock: Exactly, and you have a lot of people who came from Oakwood, who grew up in Oakwood, are talking about trying to come

back. **Warren:** There's a lot to have, unfortunately, my son couldn't afford houses, he moved

into Bedford Heights off of a Tupelo, but he wanted to move into Oakwood, but he grew up in

Oakwood from five years old, and he's 47 now.

Hardin: Again, thank you so much for coming, but we would be remiss to not give you an opportunity every time you come. We need to know

what you all are thinking, all right, thank you so much.

Joseph Laster, North Lane| **Laster:** Good evening everyone, my name is Joseph Laster. I'm a resident 21404 North Lane of the Village Ward 5. We hear a lot of comments and what not. I was born in Oakwood Village, raised in Bedford Heights, and moved back to Oakwood. The improvement that I would like to see, there's trash on the ground or what have you, landscaping issues that need to be done. I like to be active in the community, I guess I have a couple questions. One we're always talking about what we need from you all. What do you all need from us to make Oakwood better? **Matlock:** We were all discussing about getting some programs together. Something like Habitat for Humanity, but it would be Habitat for Oakwood. A lot of us are now retiring, but we're still able to work. And our skills we can bring to the table. If it's lawn, if it's cleaning homes, you know, you have a lot of seniors who are in their homes. My main concern, I want to keep the seniors in their home. Due to the Medicaid and everything out there now, you don't know what their situation may be. But sometimes they need a little help, I know they need help. Some people have skills on electrical; some have skills on plumbing, some have skills doing contract work, just a little bit. You know, just minor things. And since we do now have that new building department, we know that they'll be requesting different things from them. And you know what, they don't have the money. So, we can all collectively get together and build a team. And if so and so need something done at their home, we can go help them. If Ms. So, and Mr. So and so, need their home cleaned, we could go help him. We can go do a general cleaning inside the house. If someone has a problem with electrical and your electrician, maybe you don't have to tag them, they can go and check it out. Maybe perhaps they're electric, or if they have plumbing. You know, stuff like that, that's going to come out. That's something new that we're trying to bring to the table with the community. And that gets us all involved, we're all together, we're in this together, you now, we're in the together. And I have come across a lot of them said they can't mow their lawn. If we can get people to just mow their lawn, you know, that helps them out a lot, helps out a lot of people a lot. You know, we got to help each other. Like he said, that tax bill came out, taxes are high. **Unknown Resident:** We used to have a guy that cut the lawn for seniors. **Matlock:** Right and see that's what we need to get back into. I know that I love that little group that I assist of the young kids from like Bedford and they were going around. But they have gotten so busy this summer. This summer if you call them it'd be like two it'd, be like, two, three, four weeks down the road before they can get to you because... They were swamped, but I was proud of them because they got together and they went out to the senior homes that called them, and they fixed their homes. They did what they needed to do. **Hill:** I'm going to answer your question in a roundabout way. Kind of back to Mr. Morgan's comment about the houses coming down, and I appreciate the thank you. But what precipitated those houses coming was our Councilwoman Davis. Our building department had been so dysfunctional for so many years. We had so many complaints and Councilwoman Davis suggested a company called SAFEbuilt and we had a whole lot of pushback for a while. I think it took us almost two years to get that company in here, to get the contract signed, to get them completely in the building department, move all the employees out, let them get the office redone, refiled, reset, and then we started hiring back our own employees. So, those houses that he was talking about have been on a list to be torn down for many years. Not a year, not two years, many years, they've been a concern. But our building department was so dysfunctional in addressing the matters that they should, that we had to really work hard to get a new contract in here. Because that's really administrative, that's not legislative. But it had gotten so bad in the community with just things falling apart, buildings need to be torn down, it's not safe. So, we got that contract in, we got it signed, we got it passed as a legislative body, we now have a new building department. So, when you ask what do we need, when residents see the new building

department, people are going to come to your doors. They're going to tell you when your grass is too high. They're going to tell you what violations you have on the house, but they're also going to work with everyone. They're not going to come like, hey, we're fining you, we are taking you to court. They're going to come, they're going to tell you what is wrong, and then they're going to give you time and check back in. But we have to start maintaining our properties and our grass and get back to a place where we all want to see the community that we expect. And that is what we ask, just don't take it offensively. We're going to give you times, we going to work with you, but work with us because we responded to residents' comments and requests to replace that building department, and that's what we did. So they're here now, so that's why I would ask.

Laster: Alright, second question, if I may, as we all know, there's going to be some shifts going on. So, is there going to an official, another election, like an emergency election for anything that needs to be filled, or how will any personnel filling positions become? **Hill:** So, in 2024, the community passed a charter amendment to Section 8.03. Which basically said that if the Mayor resigned, passed away, recall, and I think there was one other cause, that there will be a special election within 120 days. So, we're looking at somewhere between December and January. We should have a final date either tomorrow or the next day, you all will get a notification. What happened is what the charter says is that the Council president moves up to the Mayor's seat and fills that seat. The Council Pro-tempore moves up to the Council President which that was Councilman Warren. And then that leaves a vacancy for the Pro-tempore seat which we just filled today with Councilwoman Hardin, and we pulled her out of ward two. So, now that it will create another vacancy and now we'll have to notify the community and fill that vacancy by appointment. **Laster:** So, does the ward chairperson have to live in that ward? **Hill:** Yes, At-

Large, do not, ward people have to live in their ward. **Laster:** Okay, so I'm assuming that election will also take place the 120 days? **Hill:** So, by charter, an immediate vacancy we appoint and then that person that we appoint has to run in the very next election for the community to then elect. Now, ward 2 is already in a current election though. **Davis:** This November, there will be an election for Ward 2. **Hill:** So, they're already doing an election. **Warren:** Just to let you know, we have elections every two years. Ward two, three, four, and five run. And then two years later, the Mayor, the Council at large, the Council of large Pro-tempore, and ward one runs. So, ours are staggered, but because of the uniqueness, we have an election that's coming up for wards two, three, four, and five. However, we also now have to add, which will not be in the November election, or it be sometime in January, the election to replace the position of Mayor.

Davis: And you'll get information in the mail or however it's sent to you. **Warren:** As well as probably At-Large, **Laster:** OK. **Scruggs:** I just want to take the opportunity to acknowledge the desire to want to participate. Recreation with love, love anyone that is interesting in participating, and we could create something for you. But we have a lot of things that we would like to work on, and it's community-wide. So, ages crib to cradle, and also, we would love ideas, we will love help. And the most immediate help we would Love would definitely be our Trunk-O-Treat, which is coming up October 25th, 2025. So, please see Ms. Karen Gaither because we would love some support with our Trunk-O-Treat that's coming up right away. **Laster:** Okay, awesome, going back to the one point you made in regards to helping out houses or whatever that needs assisted with. As a business owner, the first thing I see is liability. So, I would like to potentially help and put something together to help with that. I'm not sure exactly where do I need to, I guess, present ideas on what I see in other communities I think will be greatly implemented here. But like I said, the biggest thing is, of course, that liability, so. **Warren:** If it's community development, I can work with you in any respect. But I'm chief of construction for community development for the city of Cleveland. And I sort of oversee like about \$186 million in construction of units going on right now. So anytime we'd be there, that's what I use for to

participate with the development of the Village with the Mayor. **Hill:** We'll run up liability to the Law Director. **Laster:** Sounds good, thank you. **Nikolic:** So, one thing that I intend to do is to initiate community advisory committees from the administration side. So, there'll be different committees that residents will be able to join, sustainability, and I'd love to reach out to you guys. Maybe there's some type of committee that you'd like to see in the community. I'd like to form that advisory committee so residents can communicate directly with me about what they like. Of course, with Council as well. So, we can continue to keep that information flowing and keep these community engaged. So, we are truly working together. **Laster:** Yes, ma'am, sounds good.

Unknown Resident(female): My question is, you were talking about the hierarchy of how it went for the Mayor, and it was changed. So, everybody that gets appointed during that time also have to run for reelection in January? **Warren:** Right now, we only have one appointed position. We didn't have to do it for At-Large because that was an open thing and we had a Council person to take that seat. But for somebody that's appointed, just like with the Mayor... We have a Charter that explains when a person leaves office, what the process and procedure is. And the process in the procedure in the absence of death of the Mayor. The Council president, that current Council president moves to be the acting Mayor or Mayor Pro-tempore or whatever you want to identify that for a period of 90 days. And within the next 30 days, there should be an election for that position. So, anybody that wants to run, including the person that may be holding that seat, anybody that wants to run for Mayor will have the opportunity to run.

Unknown Resident(female): So, that will be the only office that would be... **Hardin:** Let's make it real simple, the only office that requires a special election is that of Mayor. **Unknown Resident:** Okay, thank you. **Hardin:** Any more questions? We thank you for coming to your home, your house, your family. I find it so interesting, most of these people that spoke understand or have reiterated that we are generational here. My son lives here. His son tried to live here; her daughter lives here. So, we have created a family atmosphere. And one of the things I like about us, I know it's not scripted, but we have managed to be neighbors and not be intrusive. Very few communities can do that. We're helpful, but we're not intrusive. So, I think that's been the magic.

Unknown Resident(male): One thing I'd like to say, I don't know if people realize that Oakwood is the oldest black community in Cuyahoga County. **Warren:** Well, they were the first community, and I've been construction most of my life. They were the 1st community to have a subdivision built in the suburb where the homeowners were African-American, and that was ward two. And any other place when you moved into the suburbs, you were buying a house that was formerly owned by a non-minority person in most cases. That transition happened in Oakwood Village in 1965, when they started building Cape Cod.

Tom Liotta, non-resident: Streetsboro| **Liotta:** I am not from Oakwood, but I've worked here for a year, and I've lived in Streetsboro. Their Council can't come close to you people, okay. I've never seen a city, a Village, where so many people love it here. They love the people that represent him, they love the Mayor, and he's gone, okay. I was his friend for 30 years. In fact, I'm the one who got him into being Mayor. And now that he's going, I know one thing for sure, these are set to keep moving. Because you are a lot of bright people, and a lot of wonderful people are behind you. I have no ill thoughts of anybody that's going to take his place. I have not ill thoughts about anybody on the Council. Because when you look at this city, and you talk to these people like I do, they come to the window. And, uh, I remember a guy came to the window and

came around. I said, hey brother, what are you doing? He says, hey, I'm black, I said you're kidding. You know, and it's the truth. You've got to have a clean heart, an open mind, and an open heart to this, for this to happen. You really want to work at this city because, honest to God, 73 years old, I've never seen a city like this. I've never seen a city so well put together. I've never seen a city where the Mayor worries about the flowers around the building, you know, it's just amazing. After being here one year, I hope to stay longer. If not, that's the way it's going to be. But thank you very much.

Unknown Resident(female): I have one last question, so you mentioned the election coming up. Where can I find information about who's running? **Hill:** So, the charter says that the special election time frame of 120 days, a maximum of 120 days. **Unknown Resident(female):** Not the Mayor one, not the special elections. Did you say there's a ward election? **Davis:** Oh, November. **Warren:** The regular election is November. **Hill:** Yeah, that's on the board of elections, that's been there since. So, those individuals had to file in February and then there was a primary in May for wards two and five. And then wards three and four did not have a primary because it was only one person in the race. So, all of our elections are November 4th. So, now everybody's back on the ballot. **Unknown Resident(female):** Okay **Warren:** Just to let you know that for Council members, if more than two people run for the office for that ward, then you have a primary. But if only two people run for that ward, then they don't have a primary. Because at the general election, you have two people running for each position. Okay, anything else? Anybody else? If not, we're going to have to go into an executive session and we thank you for coming. This has to be a closed meeting, but I really appreciate you coming. Especially on a day that's not even the typical Council meeting day. And just to let you know that we're here to serve. I tell people, I told somebody, I said, you know what, I've never been. Council president, and they said, yes, you have. Ever since you've been in Oakwood, I said, no, I served as Council president. When you become Council president that becomes a mindset, just like Mayor or any other position. But when you serve the position, you serve in the people, and that's the purpose, and that's what we do.

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

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

MOTION PASSED

Enter executive Session at 7:33p.m.

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

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

MOTION PASSED

Exited executive Session

Motion to adjourn made by Davis seconded by Matlock

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

MOTION PASSED

Adjourned at 7:36p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council

**VILLAGE OF OAKWOOD
SPECIAL MEETING MINUTES
2025-9-30**

ATTENDANCE

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

ABSENT

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

** Arrived after roll call*

Meeting opened at 5:04pm by Warren
Pledge of Allegiance
Roll Call taken

Motion to enter executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Hill seconded by Hardin
YES VOTE: Warren, Hardin, Scruggs, Matlock, Davis, Hill

MOTION PASSED

Enter executive Session at 5:04p.m.

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

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

MOTION PASSED

Exited executive Session at 6:42p.m.

Warren: Okay, we resume with our today's agenda. Discussion regarding ward two vacancy and appointment, that's already been done. Hill: We have completed the interviews, and we will have our Council Clerk make calls to confirm our selection and appointment by noon tomorrow, Wednesday, October 1st. Warren: Right, and today's agenda 2025-64... An emergency ordinance appointing Evan Garrett Evan Garrett as assistant clerk of village council in setting forth the duties for such position motion to suspend

**2025-64 AN EMERGENCY ORDINANCE APPOINTING EVAN GARRETT AS
Introduced 9-30-25 ASSISTANT CLERK OF VILLAGE COUNCIL AND SETTING FORTH
By Council THE DUTIES FOR SUCH POSITION
As a whole
1st read 9-30-25**

Motion to suspend 2025-64 made by Davis seconded by Matlock

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

MOTION PASSED

Motion to adopt 2025-64 made by Davis seconded by Matlock

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

MOTION PASSED

Motion to adjourn made by Matlock seconded by Davis

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

MOTION PASSED

Adjourned at 6:53p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council

**VILLAGE OF OAKWOOD
SPECIAL MEETING MINUTES
2025-10-7**

ATTENDANCE

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

ABSENT

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

** Arrived after roll call*

Meeting opened at 5:35pm by Warren
Pledge of Allegiance
Roll Call taken

Warren: Okay, so that's it, and now we will begin with today's agenda. Item four on the agenda is an executive session, Did someone request or need an executive section? **Hill:** I don't think we need one at this time. **Warren:** I didn't think so either. I think that's why I asked her what was it even on the agenda. Okay, let's go with today's legislation

**2025-65 A RESOLUTION APPOINTING YVONNE EVANS-WARREN TO THE
Introduced 10-7-25 POSITION OF WARD TWO COUNCILPERSON AND DECLARING AN
By Council EMERGENCY
As a whole
1st read 10-7-25**

Motion to suspend 2025-65 made by Hill seconded by Hardin
YES VOTE: Warren, Hardin, Scruggs, Matlock, Davis, Hill
MOTION PASSED

Motion to adopt 2025-65 made by Davis seconded by Scruggs
YES VOTE: Warren, Hardin, Scruggs, Matlock, Davis, Hill
MOTION PASSED

Hardin: Mr. President, may I swear her in, please? **Warren:** We can't. **Hardin:** Why can't we? **Warren:** Because we have to sign the legislation and I mentioned that to everybody. And it has to be signed by the mayor. **Hardin:** Ok. **Warren:** That's why I told her that she couldn't come because the Mayor would probably not be here. **Hardin:** Ok. **Warren:** So, after the legislation has been signed, we can arrange her. I text her after when she wanted her ceremony. So, when you want to arrange it, we can be assured that it'll be signed by tomorrow. Councilperson Hardin will confirm that the Mayor signed it. And then you can just let us know or let her know when you want to have a swearing in. **Hardin:** Can we, for the record, so that we don't waste a lot of time. After the meeting, can we ask the Clerk to contact the Mayor to verify that she will be here tomorrow to sign it? **Evans:** Now, if she doesn't sign it, then I don't come to a council meeting until she signs it? **Hardin:** It has to be officially in law. **Warren:** You can come to the Council meeting; you just can't sit in your seat. You're looking at me, right? **Hardin:** Yes, sir. **Warren:** I'm signing it, so I'll get this to the Clerk and have her to get what she can to get the Mayor to sign it and confirm the signature, okay. Right now, do you guys want to look at the budget that's been presented? **Hill:** Don't you have to be sworn in? **Warren:** Yeah, but that's near the bottom. Appointment and swearing of appointment officials. So, it says review council's budget and matters related to the village transit. And then the appointment and swearing in of appointed and elected officials. **Hill:** Is yours happening today? **Hardin:** Yes. **Warren:** Yes it is, it's at the bottom of the agenda. **Davis:** Didn't we do it when that gentleman was here? **Warren:** We had to redo it because of some... **Hardin:** Something from the board, just the technicality, just for the record. **Warren:** So wait! Why don't we jump ahead of that, and we can look at the budget because you would like Yvonne to hold the Bible for you for your swearing in. That's fine. Okay, but why don't you do the Swearing-in.

Swearing in of Eloise Hardin

Thank you Madam Clerk, and it's not even six. Could you put a call into the Mayor, please? Verify that she'll be in tomorrow to sign. **Warren:** Now, the only thing else that we have, if we want to delve into it right now, we can, and that's the village of council's budget for 2025. There haven't been any significant changes between that you can see the difference between 2025 and 2026. **Hardin:** Do we deal with percentages or? **Warren:** The changes were the council wages and that's related to the incoming council persons increase that they get starting 2026. And the related costs like the PERS and stuff like that and Medicare. **Davis:** Wait a minute I'm confused because it said 2024 wages were \$95k, but... **Warren:** Wait, wait, 2024 the wages were \$88k. **Davis:** Okay, see, it's opposite on this yellow and green. It has it wrong, okay, I got you now. **Hill:** So, the final amount was for 2024, but that's not what's on here. What you see on this one is what was budgeted. I don't know why he presented it like this. **Hardin:** So, this is one being presented? **Hill:** He's presenting them both, but the one with the yellow and green on it is the year to date of the final expenses for 2024, it's what we actually spent. For some reason when he did the other sheet, it's all the budgeted amounts. He should have switched 2024 to the actual amount. Which would have been the same as this yellow and the green sheet. **Warren:** Well, those numbers are different anyway for 2024 because of the fact that one is \$95, 379 and one is \$95, 801. **Hill:** I just clarified that these are the final expenses on this sheet. For some reason he gave us what was budgeted for this, he didn't present us an actual... **Davis:** What we spent. **Hill:** Yeah. **Warren:** Because right now, 2025 is still projected because we haven't got to the end of the year. **Hill:** Correct but he also put the 2024 in as projected instead of the final. Which is why

you're seeing different numbers. **Hardin:** So, why would we need to project it? **Hill:** We don't. **Warren:** We don't need anything, the bottom line is that if we want to compare 2025 to 2026 to see what the Difference is... **Hardin:** Mr. Chair, the clerk... **Joseph:** I was just going to say, because I'm the one who put those there. Just because you guys said you were doing it. For reference, I just printed the page pertaining to council from the exhibit that was passed, the budget exhibit. And the other one that's from the excel spreadsheet is the typical budget review that we would do... **Hill:** No, it's not, let me, because this is just going to confuse people. What he should have to us right now is this final expenses should be in for 2024, which is what we usually get. So, he might have just cinched, but this is not what we should have gotten. **Joseph:** He didn't send anything, is what I'm trying to say. I just printed the old budget, the previous budget that was passed, the most recent one, so you guys can have something to work off of, is what I'm saying. He didn't send me anything and the only thing that I touched, if you look on the excel sheet under 2026. Was because there's going to be increases for the ward council people's wages and that would increase the payers of the Medicare. But if that is confusing, that is not on the Finance Director, that is on me. **Hill:** Okay, have him send us what we should have to go through the budget. Tell him to send you what we need to project to do 2026. What he'll give you is the end of 2024 and 2025 and then whatever you have budgeted for 2026, we can just use this sheet. **Joseph:** Okay, I get what you're saying. Just to note, I did reach out to the mayor. She said once she looks at it and sees what it is, she'll sign it. **Hardin:** Thank you so much. **Hill:** Um I'm sorry, one more thing, tell him to give us our actuals for 2025 like where we're at right now. Whatever's been reconciled so we know how much of 2025 budget we actually spent. The only other thing since we're not going to go through this, is for codification. Can you ask him if we expect this to increase? Because we're about to do the charter review amendments, right? **Joseph:** That's why I had a meeting with the company; it's a 5% annual increase. That's why I added \$1,100 something. **Warren:** \$1,151 for codification. **Joseph:** We had already anticipated charter changes needing an increase. So, last year we put the money in for it. That is why it's at \$11,000 right now. But because our actual amount that we pay to the company is going to increase, that is why I added \$1,100 in there. So, that is going to increase. So, I already put in what the anticipated cost of that is going to be. I got the exact numbers from them. **Hill:** So, just to clarify because this is the question. So, they're automatically going to increase five percent, right? **Joseph:** Mm-hmm, without the supplemental... **Hill:** We increased due to the charter review commission, right? Will they increase again, or is it the same cost, because we're going to do a whole charter change. So, they'll have to make changes to a lot of things. Will it be even more? **Joseph:** So, our subscription right now that we have is based on per page type of thing. So, it would depend on how many pages are going to be affected. **Hill:** So, that's my question, find out... So, you guys are doing a full restated Charter? Because I know you guys... **Hill:** Let me tell you what I want you to do. The charter is going to be revised sometime next year can you tell us how much it's going to cost per page so we can just budget for all those changes? Because it's definitely going to happen. **Warren:** Well maybe every change won't happen, but it'll be presented. **Hill:** I'm not saying every change is going to happen. I'm saying we know it's definitely going to happen. So, it makes sense for us to budget for it as opposed to not having it in the budget. **Joseph:** It's, um, well that per page change rate is subject to change, it was \$18. It's going to be between \$19 to \$20 next year. **Warren:** Figure \$20. **Hill:** Okay, so that would be the only other increase we need to see. But I'm about to jot these questions down because I also want to know what's in this other expenses line item. Yeah, so that would make a huge difference. Are there any other questions you might want to clarify before we just adjourn? So,

he can answer them before we come back. **Davis:** And the person that took our pictures, did we already pay that bill or do we still owe that person? **Joseph:** That's already paid. **Davis:** So, we need to get, if we can, ASAP, our new group picture, because it needs to be, we paid for that. **Joseph:** Are you guys doing new group pictures this year? Or waiting until elections is over? **Hill:** We're doing a budget for 2026. **Hardin:** Not budget, she said pictures. **Joseph:** She was asking about photos, and I was saying, are we going to do a group photo or are we going to wait until after the elections? **Warren:** We should wait until the after the elections. **Hill:** Well, no, what should happen is when you have a new council member, you should take new pictures. So, we've got two people that have moved seats, so we should be taking a new picture. **Scruggs:** My picture is not up on the website. **Joseph:** It is, I don't know why they never did it, but I saw that they didn't, and I made sure they did, so it's on there. **Hill:** Yeah, but that's going to fall into 2025. **Davis:** Yeah, we already paid it, the videographer, or whatever. We have nothing in that spot. **Joseph:** I have nothing there, that's how Brian had it because I think... **Hill:** Brian said he would like for us to have our own mailing and postage line now because we started doing more mailings. So, he wants us to put it in our budget so we can see more concretely which department is spending what from mailing and postage. **Davis:** Okay, so printing and reproduction is not any of that stuff, it's just... that's just for here, I mean us. **Joseph:** Yes. **Davis:** At-Large Council printing and reproduction, what's the difference? **Joseph:** Because they sent to the entire village and you guys just sent to your ward. **Davis:** So, why don't we just... They wanted something separately? **Joseph:** She stated that Brian wanted it that way so we could see. **Hill:** No, last time we did budgets, we all agreed to do that. So, we could see not who was spending more, but just so everybody had their own budget line item so we could see what was being spent. **Davis:** Okay. **Hardin:** So, it behooves everybody, wards, and At-Large's to have to have a running account. So, that way we know what we're staying within it. **Joseph:** Well, everyone has a different code now. They have it set up so now we can see who's doing what. **Hardin:** Okay, but again, so this way we know if we were going over budget. Because before we just... Did we keep up with that? **Hill:** No, because before he didn't have it itemized, he didn't know who was spending what where. So, now I'm back to my statement. So, make sure you, so it gives you some, as an individual, you have some responsibility and then kind of track where we are. **Warren:** That's what she said already, that's how it is going to be. So, anybody send anything, it's set like that now going forward. **Hardin:** Okay, that's my question, who's going to track it, thank you. **Hill:** The only other thing I'm catching is that videographer, now that we're doing it's, probably going to have to increase it. **Davis:** How much is it per meeting? **Hill:** I don't know, I'll have to check. **Davis:** So, I have a question also. Did we pay the attorney, Mr. O'Leary, for doing the charter thing? Has any of those ever come through? Because I don't know if he worked for us. Has that gone through and paid out of this? **Joseph:** You're going to have to ask Brian about that. **Hill:** That wouldn't come out of our budget though. **Joseph:** That's the Law Department's. **Hill:** Any other questions you all want me to write for Brian? **Davis:** Yeah, we do need it, because we don't even know how much we spent on travel and transportation. So, I wondered if we're in budget or not for that. We need all of them, what we have, what we owe, and what's in budget, please. **Hill:** The only other thing Brian is asking for is dates. We can meet next week to start calling the budgets. **Davis:** Yeah, he asked for this Thursday, I'm not going to make Thursday. He asked for this Thursday meeting with police and fire. **Hill:** I can't either. **Hardin:** Okay, so let's do a date for next week, let's commit to it. What date's good? **Warren:** So, we can either do it before or after the council meeting or we can do it the Monday or Wednesday. **Hardin:** How about if we do it before the council meetings, we'd have one thing to remember.

Davis: Because what about all the things, we're going through the budget. We haven't even talked about our, not budget, what we talked about, we haven't talked about all that finance stuff that he gave us that needs to be accounted for. So, before we go, well we can listen to their budget, but okay, I understand. We still need a meeting for finance because he's got things in here that need to be checked and asked for. **Hardin:** Okay, so when do you want a finance meeting? We done with the two budgets, we're going to do that before the meeting. **Hill:** So, we're going to do a work session at 5:30pm and then... **Warren:** I suggest that we do the budget meeting and figure it from 5:30pm until 7pm. Because we don't know how long this goes especially with police and fire. **Hill:** So, we're not doing a work session? **Warren:** We could do the work session after the council meeting and just have a short work session. **Hill:** Can we do budgets from 5:30pm to 6:30pm and then work session from 6:30pm to 7:00pm, so we can leave. **Warren:** Did you say from 5:30pm to 6:30pm? That only gives us an hour, we can always adjust the word session too, because we don't have that much on it. **Hill:** I mean after the meetings we are kind of done with everything. **Hardin:** Okay, so what are we agreeing on? 5:30pm to 6:30pm and 6:30pm to 7:00pm for work session? Is that what I just heard? **Hill:** mm-hmm. **Hardin:** Okay, and this is on our regular, next Tuesday. **Davis:** And I have one more question on the budget. If we're going to hear the police and they haven't did their negotiation for how much they're getting or how much that it's going to cost for this. How can we approve or even... **Warren:** We got to project it because you got to have funding for that year. So even though they haven't... **Davis:** Because it's not due to the end of this year, correct? So, let's start January 1st with the budget that they're going to get. So, they probably will project what they're thinking about... **Hill:** that's what they're going to do. **Davis:** Okay. **Warren:** We're projecting, but I think the police and fire, the negotiations is for 2027. **Matlock:** December 31st is the last day of the contract. **Warren:** I thought it was next year. **Matlock:** No, it should be January 1st, that's why I was asking him when did the negotiations start? **Warren:** Because we usually start the negotiation a lot earlier. **Matlock:** So, they started but they haven't told us that, the last meeting they said they hadn't started yet. **Hardin:** They just started this week, he said. **Matlock:** Okay, so they started this week, and who in council, like they stated, should be in that negotiation. **Hardin:** Let's be clear, the statement, verify with the law director that whoever is going to sit in understands that you're listening, and any questions, you... **Warren:** We're just there to listen. **Hill:** I don't know if we can sit in. **Warren:** Yes you can, you can sit in. We already said that, we already discussed that. We can sit in; you just don't have any participation. **Matlock:** You can pass him a note... **Warren:** Well, we aren't even talking about doing that, that complicates the situation. **Evans:** What meeting is that? **Warren:** That's the negotiations between the police because they're the only unionized entity in Oakwood. **Evans:** You can't talk. **Warren:** Not during their negotiations with them, we just sit in on it. And then the mayor comes in presented to council. They make a meeting and then we have one. This is the first time we'll have a Council sit in during negotiations. **Hardin:** All right, so who's that going to be? Let's go back to that. **Warren:** I'll be that. **Davis:** And then, so this is all I negotiate with Climer, the police and the Mayor, right? **Matlock:** Climer is the police attorney... **Hardin:** Our attorney, now, there's a different attorney than Climer. **Matlock:** Exactly, there's probably whoever their union head is. **Hardin:** But back to us, it's another firm that specializes in negotiating and you can check with Brian for the name, but it's not Climer. **Davis:** I thought Climbers said (inaudible). **Warren:** Climer might sit in on it, but the one that really orchestrates it is this third party. **Hill:** I know we're talking about this by way of budget, but we are in a special meeting. So, we can't go too far

down the FOP conversation. We were trying to figure out a date for the finance committee meeting. **Warren:** Okay.

Motion to adjourn made by Davis seconded by Scruggs

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

MOTION PASSED

Adjourned at 6:13p.m.

Approved _____

Tanya Joseph, Clerk of Council

Johnnie Warren, President of Council