

**VILLAGE OF OAKWOOD
WORK SESSION
November 25th, 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 at future Council meetings.
4. Discussion of items of draft Legislation or potential Legislation to be considered at future Council meetings.

Legislation: Fiscal Officers Certificate Present

- | | |
|-------------------|--|
| 2024-WS-43 | AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CEP RENEWABLES OH, LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE VILLAGE AS A SOLAR ENERGY PROJECT WITH ATTENDANT RECREATIONAL USES |
| 2024-WS-45 | AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CREtelligent AND DECLARING AN EMERGENCY |
| 2025-WS-16 | A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND DECLARING AN EMERGENCY |
| 2025-WS-28 | AN EMERGENCY ORDINANCE AMENDING THE REBATE PROGRAM FOR RECREATION FACILITY MEMBERSHIP FEES ESTABLISHED BY ORDINANCE NO. 2011-05 |
| 2025-WS-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-53 | 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 SUMMIT COUNTY FISCAL OFFICER AS PERMANENT PARCEL NUMBER 33-00324 AND DECLARING AN EMERGENCY |
| 2025-WS-54 | AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH JAMES A PALLADINO TRUST TO SELL CERTAIN VILLAGE LAND DESIGNATED ON THE RECORDS OF THE SUMMIT COUNTY FISCAL OFFICER AS PERMANENT PARCEL NUMBER 33-00324 AND DECLARING AN EMERGENCY |
| 2025-WS-55 | A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM FOR 2026, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY |

2025-WS-56

**AN ORDINANCE APPROVING THE TERMS AND CONDITIONS OF A TEMPORARY
EMPLOYMENT SERVICES AGREEMENT WITH ROBERT HALF, INC. FOR AN ASSISTANT TO
THE MAYOR AND DECLARING AN EMERGENCY**

2025-WS-57

**AN ORDINANCE AMENDING THE EMPLOYEE HANDBOOK TO IMPLEMENT CHANGES TO
THE PUBLIC RECORDS POLICY OF THE VILLAGE 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
November 25th, 2025
7:00 p.m.
AGENDA**

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

Council President	Eloise Hardin	Mayor	Erica L. Nikolic
President Pro Tempore	Norman Bliss	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		Building	Roland Walker
		Engineer	Matt Jones
		Recreation	Karen Gaither (Interim)

- 4. Minutes**
- November 12th, Special Meeting Minutes**
November 13th, 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) Introduced 6-10-25 By the Mayor and Council as a whole 1 st read 6-10-25 2 nd read 6-24-25 3rd 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. 795-08-028 and 795-08-029
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2025-38(AMENDED)

Introduced 6-10-25

By the Mayor and
Council as a whole1st read 6-10-252nd read 6-24-253rd 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 whole1st read 6-10-252nd read 6-24-253rd 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 whole1st read 6-10-252nd read 6-24-253rd 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 whole1st read 6-10-252nd read 6-24-253rd 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 whole1st read 6-10-252nd read 6-24-253rd 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**

2025-74

Introduced 11-11-25

By Council as a whole

1st read 11-11-252nd read 11-25-25**11. Adjournment**

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF MARCUS JORDAN SR.

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 black 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

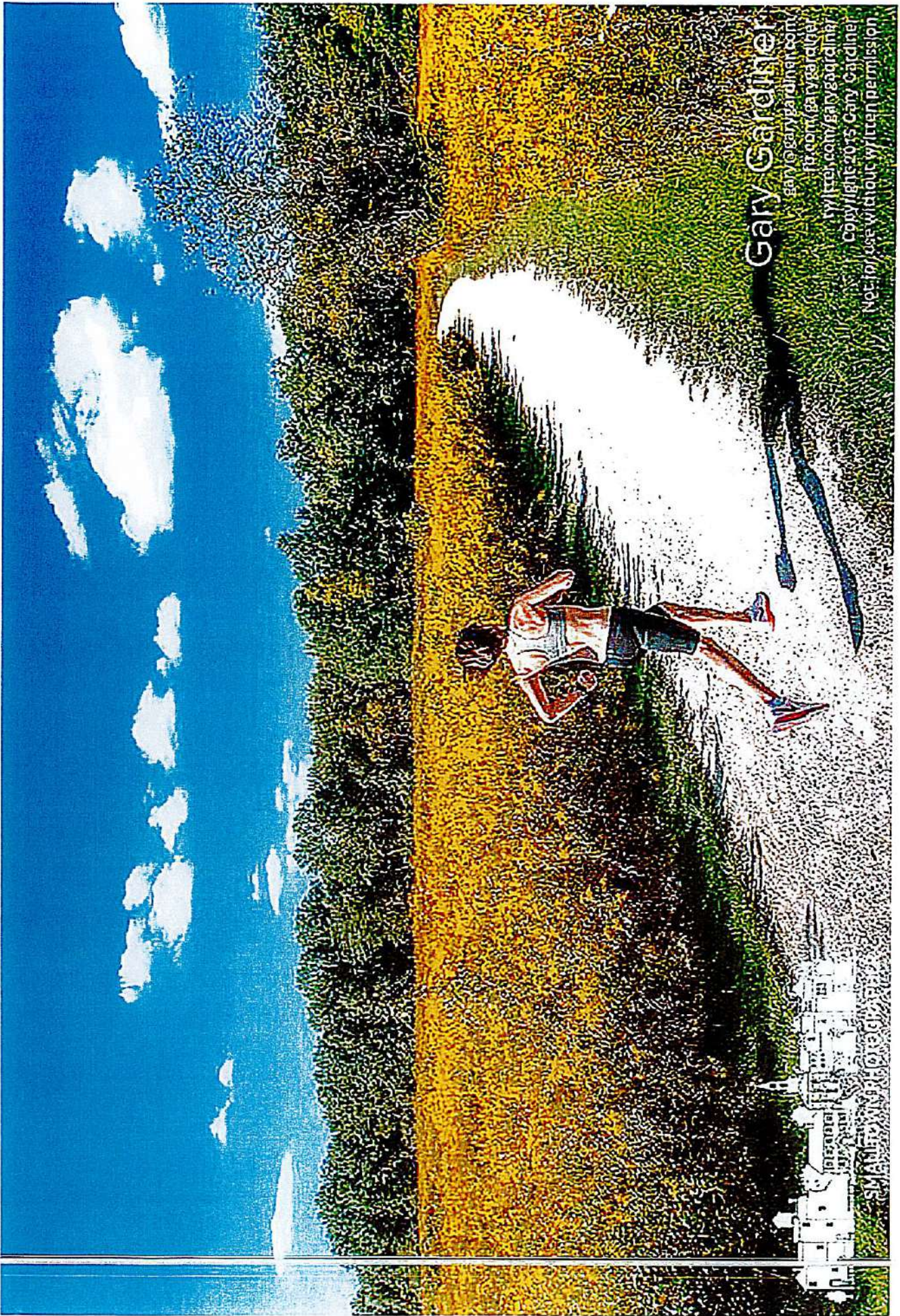
CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

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

<http://www.garygardiner.com>

<http://www.garygardiner.com>

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ORDINANCE NO. 2024-WS-45

INTRODUCED BY COUNCILPERSON NIKOLIC

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH CREtelligent AND DECLARING
AN EMERGENCY**

WHEREAS, the Village Oakwood has received reports of various illnesses suffered by residents in the vicinity of Wright Avenue in the Village; and,

WHEREAS, Council has determined that it is in the best interests of the Village and the health and well-being of its residents, visitors and persons working within the Village to investigate potential environmental sources of said illnesses to determine what if any further steps should be taken;

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

SECTION 1. The Mayor be and is hereby authorized to enter into a contract with CREtelligent substantially in the form attached hereto and incorporated herein as Exhibit "A".

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being the urgent need to determine potential environmental sources of reported illnesses in the vicinity of Wright Avenue in the Village, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2024 - was duly posted on the ____ day of _____, 2024, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT A



2717 S. Arlington St., Suite C
Akron, OH 44312
E.f.hamilton@cretelligent.com

January 8, 2024

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

Via email: hren@cvelimited.com

Re: Proposal
Preliminary Assessment
Environmental Conditions
Wright Ave, Oakwood Village

Dear Ed:

CREtelligent (CREt) is pleased to present this proposal for a preliminary assessment of environmental conditions along Wright Ave.

INTRODUCTION

During a recent meeting at your office, we heard concerns from Council President-elect Erica Nikolic regarding possible contamination of soil along Wright Ave associated with nearby industries. This proposal has been prepared to begin gathering data that might be able to help better understand that concerns raised.

SCOPE OF WORK

We have developed a scope of work that includes the following specific services:

INTERVIEWS

We are proposing to interview residents along Wright Ave and other nearby streets to better understand their concerns. During these interviews we will gather basic demographic data (age, gender, etc.). We will ask residents questions about where they have lived and worked now and historically. We will also attempt to gather information about other habits that might affect exposure to environmental contaminants. We will also ask residents to describe any concerns they have related to local environmental conditions. We will also ask residents if they have any health concerns. Response to any and all interview questions will be voluntary.

A questionnaire will be developed and used so that consistent and uniform information is collected. Residents will be requested to complete this, or another, questionnaire prior to the interview. It is likely that we will walk the neighborhood, particular properties of residents who have agreed to interviews prior to in person interviews. That reconnaissance will help guide the interview process.

Interviews will be conducted a location convenient for residents. We would propose a location at the Village Hall or even your office. Audio and/or video recording of the interviews might be conducted.

DESKTOP RESEARCH

After the interviews are completed and results reviewed and compiled, we will continue our research to understand possible sources of environmental contamination in the area. We will use an outside data contractor to compile a list of properties/businesses within a to be determined radius of the affected area. These data will include a list of businesses that have activity that has been reported to state, federal and local environmental authorities. The search area will be developed using an understanding of prevailing winds. We will also perform a visual reconnaissance from public roadways in the area to assess completeness of the data provided by the data vendor.

SAMPLING

CREtelligent is proposing to collect representative soil samples from the neighborhood to begin to develop an understanding of existing conditions. Soil samples will be collected from the near surface and from a depth of approximately 12 inches at each location. The study area will initially focus on properties east and west of Wright Ave between Forbes Road and North Lane. The study area may be adjusted based on the results of interviews and research described above.

This proposal includes costs for collection of two samples from each of 15 locations. Samples will be collected using properly decontaminated tools into laboratory supplied and prepared containers appropriate to the proposed analytical program. Samples will be maintained in an iced cooler under strict chain of custody until delivered to the analytical laboratory.

It is anticipated that samples will be submitted to Summit Environmental in Cuyahoga Falls Ohio. At this time, we are proposing to request samples be analyzed for the following metals via EPA Method 6010D:

- Selenium
- Vanadium
- Arsenic
- Tin
- Barium
- Lead
- Hexavalent Chromium
- Trivalent Chromium
- Copper

This list is subject to change based on the results of our research and interviews. The parameters listed above are, however, typically what one might expect to be discharged to air from the types of industries in the area.

Sampling locations will be restored by placing soil back into the excavation/hole. Topsoil and grass seed will be spread over each location. We are not proposing any ongoing maintenance or watering of samples areas.

PROJECT MANAGEMENT AND REPORTING

At the conclusion of the work described above we will prepare a report. The report will include a summary of work completed and detailed review of the results. The report will not name any resident specifically but will refer to interviewees in a generic sense. The report will include photographs, figures and other exhibits as appropriate.

We will also include recommendations. As discussed during our meeting, should our results suggest that there is some widespread impact we would recommend that the results be provided to the County Board of Health and/or the Ohio EPA.

ESTIMATED COST 1

CREt has prepared the following budget for this project, based on the scope of work described herein:

Task	Estimated CREt Cost	Estimated Expenses	Estimated Laboratory Cost	Total Estimated Task Cost
Interviews	\$6,000			\$6,000
Desktop Research	\$1,000	\$500		\$1,500
Soil sampling	\$2,000	\$1,000	\$7,000	\$10,000
Reporting and project management	\$5,000			\$5,000
TOTAL ESTIMATED PROJECT COST				\$22,500.00

This budget includes the following assumptions:

- Interviews will be conducted at a location to be provided by the Village. Two full days have been budgeted for interviews.
- Soil sample locations will be marked in the field. We expect the Village Engineer will provide us a drawing for our report documenting sample locations.
- If, after completing interviews, modifications to the list of laboratory analytes seems appropriate we will prepare a modified scope of work and advise any budgetary impacts prior to proceeding.

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

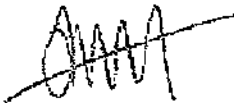
SCHEDULE

We are prepared to begin scheduling interviews immediately upon receipt of authorization to proceed. We will also commence the desktop research task immediately upon receipt of authorization to proceed. Soil sampling will be scheduled once the interviews and research are completed. Soil sampling will require snow and frost-free conditions. The soil sampling will take approximately one week to complete. Once the soil samples are collected, laboratory analysis will require approximately one week. Altogether, it is anticipated that this project will take 6 to 8 weeks to complete, contingent upon weather and other conditions beyond our control.

CREtelligent appreciates the opportunity to propose on this important project. Please do not hesitate to contact the undersigned with any questions or comments.

Regards,

CREtelligent



Fraser K. Hamilton, Sr PG EP
Director, Environmental Consulting

1. The cost to the client shall not exceed the estimated cost without the client's prior written consent.

Authorization to Proceed:

Please sign below and include appropriate contact information.

(Client or Authorized Client Representative) Date

Printed Name Title

Billing Contact Information:

Contact Name _____

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Fax Number _____

Email Address _____

Proposal
Preliminary Assessment
Environmental Conditions
Wright Ave, Oakwood Village

APPROVED AS TO LEGAL FORM

James A. Climer, Law Director

**CREtelligent
General Conditions**

1.0 BILLING

1.1 Invoices will be issued with the report, unless the work extends for more than 1 month, in which case invoices will be issued every four weeks. All invoices will be payable upon receipt, unless otherwise agreed.

1.2 Interest of 1 and 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 15 days. Payments will be applied first to accrued interest and then to the unpaid principal amount of invoices. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

1.3 In the event that the Client requests termination or suspension of the work prior to completion of a report, CREtelligent (the "Company") reserves the right to charge the Client for work completed and charges incurred by the Company as of the date of termination, including a charge to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. The Company reserves the right to impose a termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of termination.

2.0 WARRANTY AND LIABILITY

2.1 Company will provide services in accordance with the specifications prescribed by its Clients, in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. The Company hereby disclaims any warranties or representations, either expressed or implied, other than as expressly stated in the Company's proposals, contracts or reports.

2.2 The Company, its employees, subcontractors and agents shall not be liable for indirect or consequential damages, including without limitation loss of use, loss of value and loss of profits.

2.3 In addition to the limitations provided in 2.1 and 2.2, and notwithstanding any other provision herein, the liability of the Company, its employees, subcontractors and agents shall be limited to injury or loss to the extent caused by the negligence of the Company, its subcontractors and/or agents hereunder; and the liability of the Company for injury or loss arising from professional errors shall not exceed the lesser of (a) the total amount billed by the Company for the services rendered to Client, or (b) \$10,000. In no event shall the Company, its subcontractors or agents be liable for injuries or losses pertaining to environmental impairment, pollution, radiation, nuclear reaction or radioactive substances or conditions.

2.4 The Client agrees to indemnify and hold harmless the Company, its employees, subcontractors and agents against and from any claim, liability, attorneys' fees or other defense costs incurred because of (i) injury or loss caused by the acts and omissions of the Client, its employees, agents, contractors or subcontractors, and (ii) any third party claim arising from the performance of services hereunder by the Company, its agents or subcontractors with respect to claims that do not arise solely from the negligence or willful misconduct of the Company, its agents or subcontractors.

2.5 In the event that the Client asserts a claim against the Company that causes the Company to incur defense costs, and a court of law or arbitration panel rules in favor of the Company, the Client shall reimburse the Company for all costs, including attorney's fees, incurred by the Company in defending itself against such claim.

3.0 GOVERNING LAW:

These terms and conditions shall be governed by and construed in accordance with the laws of the State of California (without regard to its conflicts of law's provisions). The parties hereto hereby agree that venue of any action under these T&Cs shall be exclusively in Sacramento County, California, and that these terms and conditions are performable in part in Sacramento County, California.

ORDINANCE NO. 2025-WS-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-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-53

INTRODUCED BY 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
SUMMIT COUNTY FISCAL OFFICER AS PERMANENT PARCEL
NUMBER 33-00324 AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Oakwood and James A. Palladino Trust (hereinafter referred to as "Purchaser") have reached an agreement in principle for the sale of certain property owned by the Village to Purchaser which property is designated on the records of the Summit County Fiscal Officer as Permanent Parcel No. 33-00324; 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 ORDAINED 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 incorporated herein as Exhibit "A", which provides for the sale to Purchaser of Village land designated on the records of the Summit County Fiscal Officer as Permanent Parcel No. 33-00324 upon the terms described in the Purchase Agreement attached to said Ordinance as Exhibit "1" 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 Ordinance 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 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 transaction at issue is time-sensitive in nature, 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.

ORDINANCE NO. 2025-WS-54

INTRODUCED BY COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH JAMES A PALLADINO TRUST TO SELL CERTAIN
VILLAGE LAND DESIGNATED ON THE RECORDS OF THE SUMMIT
COUNTY FISCAL OFFICER AS PERMANENT PARCEL NUMBER 33-
00324 AND DECLARING AN EMERGENCY**

WHEREAS, the Village Oakwood owns certain real property designated on the records of the Summit County Fiscal Officer as Permanent Parcel No. 33-00324 for which the Village has no foreseeable development plans; and

WHEREAS, Council deems it advantageous sell the foregoing Property to Purchaser; and,

WHEREAS, Oakwood and 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;

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 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 transaction at issue is time-sensitive in nature, 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: _____
Eloise Hardin, 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- 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*, a political subdivision of the State of Ohio organized and existing pursuant to Title 7 of the Ohio Revised Code, hereinafter referred to as SELLER, and *James A. Palladino Trust*, hereinafter referred to as PURCHASER.

1. SELLER agrees, subject to approval of this Agreement by Seller's Planning Commission and Council, to sell and PURCHASER agrees to purchase the following described real estate with appurtenances, located in the City of Macedonia, County of Summit and State of Ohio: Summit County Auditor's Permanent Parcel No. 33-00324, located immediately west of 26496 Broadway Ave., Macedonia, Ohio consisting of approximately 4.14 acres of unimproved land. The Property shall include the land, all appurtenant rights, privileges and easements in their present condition and nothing else.

2. PURCHASER agrees to pay for said Property the sum of Ninety Thousand and 00/100 Dollars (\$90,000.00), which shall be payable in cash to be deposited in escrow.

3. SELLER shall furnish a Warranty Deed conveying to PURCHASER, or nominee, a marketable title to the Property 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 (b) zoning ordinances, if any; and (c) taxes and assessments, both general and special, not yet due and payable, for the current half of the taxable year and thereafter. The said Warranty Deed shall contain a deed restriction limiting the use of the Property to residential purposes absent agreement in writing by Seller.

4. 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. Should PURCHASER desire, it may obtain a Fee Policy of Title Insurance, so long as it pays the increased premium due because of such additional coverage.

5. 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.

6. All documents and funds necessary to the completion of this transaction shall be placed in escrow with an escrow agent, subject to their standard conditions of escrow acceptance, to be selected by PURCHASER on or within 30 days of the last of the foregoing approvals by Seller's Planning Commission and Council. If a defect in title appears, SELLER shall have thirty (30) days after notice to remove said defect. Title shall transfer within 45 days of the foregoing deposit of documents and funds or cure of defects, whichever is later, or sooner if agreed to in writing by the parties.

7. When Escrow Agent is able to issue evidence of title as required hereby and has received all funds and documents to be deposited hereunder, the Escrow Agent shall:

- (a) File the Deed or Deeds for record;
- (b) Note on the Closing Statement all appropriate adjustments in the Purchase Price for costs and prorations to be charged to the PURCHASER and SELLER as provided in Paragraph 8 hereof;
- (c) Forward to PURCHASER the Recorder's receipt for the Deed or Deeds, and the title guarantee;
- (d) Forward to each party a copy of the Closing Statement; and
- (e) Follow such additional procedures as are customarily followed by the Escrow Agent in closing a transaction of this nature.

8. The Escrow Agent shall charge to SELLER and pay out of the purchase price the following: (a) the cost of the title exam and Title Guaranty required hereunder; (b) amount due to discharge any lien encumbering the property and the cost of recording the cancellation thereof; (c) any amount due PURCHASER by reason of prorations; and (d) 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 or date of possession, whichever is later. The Escrow Agent is authorized by SELLER to withhold \$500.00 to secure payment of water and sewer rents and to satisfy same unless SELLER furnishes Escrow Agent with a receipt showing water and sewer rents are paid to deed transfer date.

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; and (f) the additional 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 their 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 the Property.

12. The Property is being sold in its condition "AS IS". PURCHASER understands that SELLER does not plan to conduct their own inspection of the Premises and are under no duty to discover any defects prior to sale. PURCHASER further 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. Time is of the essence of this Agreement. In the event PURCHASER fails to make any payment of the purchase price promptly when the same shall become due as herein specified, or promptly to perform any covenant or agreement herein contained, SELLER may elect to specifically enforce this Agreement, or to terminate this Agreement and to retain as liquidated damages any payments theretofore made hereunder by PURCHASER.

14. 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.

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

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

17. 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: Mayor Gary Gottschalk
24800 Broadway Ave.
Oakwood Village, OH 44146

COPY TO: James A. Climer
Law Director, Village of Oakwood
34305 Solon rd., Ste 100
Cleveland, OH 44139

TO BUYER:

James A. Palladino Trust
c/o Steve Rizzo
Ohio Bulk Transfer
3203 Harvard Ave.
Newburgh Heights, OH 44105

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the date and year first above written.

SELLER:

VILLAGE OF OAKWOOD, Ohio

DATE

By: _____
ERICA NIKOLIC, MAYOR

PURCHASER:

JAMES A. PAALADINO TRUST

DATE

By: _____
(Title)

ORDINANCE NO. 2025-WS-56

INTRODUCED BY: MAYOR

**AN ORDINANCE APPROVING THE TERMS AND CONDITIONS
OF A TEMPORARY EMPLOYMENT SERVICES AGREEMENT
WITH ROBERT HALF, INC. FOR AN ASSISTANT TO THE
MAYOR AND DECLARING AN EMERGENCY**

WHEREAS, the position of Executive Assistant to the Mayor is presently vacant and,

WHEREAS, the Mayor is presently in need of assistance pending the search for a permanent appointee to the foregoing position; and,

WHEREAS, the Robert Half, Inc. has provided and will continue to provide personnel to fulfill the duties of Executive Assistant to the Mayor upon the terms set forth in Exhibit A attached hereto and incorporated herein;

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

SECTION 1. The terms of the attached Exhibit A are hereby approved for the provision of temporary services of personnel to assist the Mayor with the payment for said services to be made from the Miscellaneous Contractual Services Account.

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 need for personnel to provide assistance to the Mayor, 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: _____
Eloise Hardin, 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- 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: _____

October 24, 2025

Personal & Confidential

BRIAN THOMPSON
VILLAGE OF OAKWOOD
24800 BROADWAY AVE
OAKWOOD VILLAGE, OH 44146-6305

Job Order Number: 03310-0013320708

Dear Brian,

Thank you for selecting Robert Half to meet your talent solutions needs. Anita Rogers is scheduled to start with Village of Oakwood as a Front Desk Coordinator on 10-24-2025. As agreed, we will invoice your firm at the rate of \$44.00 per hour. Overtime will be billed at 1.50 times such rate. Please find the enclosed General Conditions of Assignment and Terms of Payment for your review.

Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the enclosed General Conditions of Assignment and Terms of Payment.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Robert Half
25101 Chagrin Blvd
Ste 390
Beachwood, OH 44122-5687
(800) 804-8367

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half*. The following General Conditions of Assignment and the enclosed Terms of Payment apply to this assignment.

Scope of Assignment	<p>Our professional is only authorized to perform work within the scope of the assignment. It is your responsibility to provide appropriate direction, guidance or oversight to our professional for satisfactory performance on your assignment. You will not permit our professional to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by our professional.</p> <p>It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of <i>Robert Half</i>.</p>
Client's Responsibility	<p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>Robert Half</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings for you only if they are described in a signed, written amendment to these General Conditions of Assignment.</p> <p>Cash Handling and Other Financial Transactions and Activities: If you permit or allow our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow our professional to engage in the activities described in this paragraph, you will not permit or allow our professional to handle more than (i) \$1,000 per day if you are a non-profit entity, or (ii) \$25,000 per day if you are a for-profit entity.</p> <p>Workplace Safety: It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, our professional working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our professional to have unsupervised or unmonitored contact with (1) minors and (2) adults who are under your care, custody or supervision because of mental health impairments.</p> <p>Government Contracts: If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional.</p> <p>Operation of Vehicles and Equipment: It is understood that we will not authorize our professional to operate machinery (other than office machines) or vehicles. If you wish to permit our professional to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of driving. If you require our professional to drive a vehicle owned by you or an employee of your company, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit our professional to: make bank deposits; carry cash in excess of \$100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>Claims: It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half</i> be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Remote Work	<p>You may request that our professional provide services to you remotely (i.e., from a location other than your or your customer's premises) using a laptop and/or other computer or telecommunications equipment provided by you or <i>Robert Half</i> (collectively, the "Equipment"). In such case, you acknowledge and agree that <i>Robert Half</i> shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by our professional, and (ii) the security, integrity and backing up, of the data and other information stored therein or transmitted thereby. Moreover, you must not permit our professional to save or store any of your files or other data on the Computer Systems provided by us (including, but not limited to, any virtual desktop infrastructure solution). You agree that we shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.</p>

Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).</p>
Insurance	<p>In addition to workers' compensation insurance for our professional, we also maintain commercial liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Any additional or different terms proposed by you, including terms within a purchase order, shall not be binding to modify these General Conditions of Assignment and Terms of Payment. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 03310-0013320708

Date: 10-24-2025

TERMS OF PAYMENT

Thank you for your confidence in *Robert Half*. Our professional for this assignment of Front Desk Coordinator is Anita Rogers. The assignment will start on 10-24-2025. As agreed or otherwise communicated, we will invoice your firm at the rate of \$44.00 per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary for the assignment. Call *Robert Half* for any changes in the assignment. We request a minimum thirty (30) days' notice prior to ending any assignment.

The following Terms of Payment apply to this assignment:

Guarantee	<i>Robert Half</i> guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with our professional, <i>Robert Half</i> will not charge for the first eight hours of work by the professional, provided that <i>Robert Half</i> is allowed to replace the professional. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional is satisfactory.
Time Report	Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our professional is on a weekly basis, and you will be billed weekly for the total hours of work by the professional, including time spent completing, revising, and/or resubmitting a time report during business hours, and we ask that you respect those guidelines. If a time report submitted by our professional is not verified or expressly rejected by you within 10 days of submission, the reported number of hours worked by our professional and all corresponding charges shall automatically be considered approved and accepted by you. Because <i>Robert Half</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	Overtime will be billed at 1.50 times the normal billing rate. Overtime applies when hours of work by the professional exceed 40 hours per week (and in California exceed more than 8 hours in a day and as other state laws may require). If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
Hiring the Person Referred to You	<p>After you evaluate the performance and potential of our professional, you may wish to employ this person directly. Our professionals represent our pool of skilled professionals and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>
Employment Taxes and Withholdings	<i>Robert Half</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
General Conditions	<p><i>Robert Half</i> may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. <i>Robert Half</i> may also increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the technology fees and/or increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half</i> specifies.</p> <p>A copy of the General Conditions of Assignment has been provided to you. We reserve the right to replace our professional.</p>

Job Order: 03310-0013320708

Date: 10-24-2025

ORDINANCE NO. 2025-WS-57

INTRODUCED BY MAYOR AND COUNCIL AS WHOLE

**AN ORDINANCE AMENDING THE EMPLOYEE HANDBOOK
TO IMPLEMENT CHANGES TO THE PUBLIC RECORDS
POLICY OF THE VILLAGE AND DECLARING AN
EMERGENCY**

WHEREAS, the Village Oakwood has implemented a public records policy presently set forth at pages 46 through 50 of the Employee Handbook; and,

WHEREAS, Council has determined that the procedures for responding to and documenting responses to public records requests should be clarified.

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

SECTION 1. That the public records policy presently set forth at pages 46 through 50 of the Employee Handbook be and hereby is amended substantially as provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 2. The Finance Director is hereby directed to incorporate the changes set forth in Exhibit "A" into the Employee Handbook, to distribute the changes represented by Exhibit A" to all village employees and to obtain dated signatures from said employees acknowledging that they have received and read the policies expressed in 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 the need to efficiently handle public records requests , 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: _____

Eloise Hardin, 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 - 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: _____

PUBLIC RECORDS - POLICY AND PROCEDURE

Introduction:

It is the policy of the Village of Oakwood that openness leads to a better-informed citizenry, which leads to better government and better public policy. It is the policy of the Village of Oakwood to strictly adhere to the state's Public Records Act. All exemptions to public record disclosure resulting in any denial of public records in response to a valid request must be accompanied by an explanation, including legal authority, as outlined in the Ohio Revised Code.

Section 1. Public Records

The Village of Oakwood, in accordance with the Ohio Revised Code, defines records as including the following: any document - paper, electronic (including, but not limited to, e-mail), or other format - that is created or received by, or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office. All records of the Village of Oakwood are public unless they are specifically exempt from disclosure under the Ohio Revised Code.

It is the policy of the Village of Oakwood that, as required by Ohio law, records will be organized and maintained so that they are readily available for inspection and copying (See Section 5 for the e-mail record policy). Record retention schedules are to be updated regularly and posted prominently.

Section 2. Procedure

Public records requests shall be handled as follows:

Section 2.1 The Clerk of Council will be designated on the Village website as the point of contact for records requests other than those relating to Police Department records. The Police Department Administrative Assistant shall be the designated point of contact for records requests from the Police Department.

Section 2.2 Upon receipt of a public records request, the Clerk shall contact the Director(s) in charge of the Department(s) having custody of the records and request copies of all records requested. The Clerk shall further provide to the person making the request an initial response and estimates according to the criteria set forth in Section 3 hereinbelow and proceed to gather the requested records from the custodians of the records.

Section 2.3 In the event a public records request is made to personnel other than the Clerk or the Police Department Administrative Assistant, the person receiving the request shall immediately provide to the Clerk or the Police Department Administrative Assistant notice of the request and a copy of the request if it is made in writing along with an estimate of the time needed

to gather the requested records and the estimated volume of records at issue if known. The Clerk shall provide to the requesting party the initial response and estimates according to the criteria set forth in Section 3 hereinbelow and the Police Department Administrative Assistant shall follow the Police Department policies in that regard.

Section 2.4 Promptly upon receipt of a request, the records shall be provided to the Clerk for review and the application of any necessary deletions and redactions authorized by the Ohio Revised Code as well as any explanations of the grounds for those deletions or redactions. If there are any questions or concerns relating to the production of records or any deletions or redactions to be made, the Clerk shall seek advice from the Law Department.

Section 2.5 When ready for production, the records shall be promptly delivered to the requesting party and their production documented in writing along with any necessary explanation of any redactions or deletions. The Clerk shall retain a copy of any written request for records or a notation of any oral request along with the initial response, if any, the written response to the request and the documents produced for a minimum of six years from the last communication on the request. If the documents produced have been redacted or documents have been denied, the Clerk shall also retain an unredacted set of all records that have been redacted or denied.

Section 2.6 Public records requests seeking records from the Police Department shall be responded to and records maintained by the Police Department Administrative Assistant in keeping with the policies established by the Police Department.

Section 3. Record Requests

Each request for public records should be evaluated for a response using the following guidelines:

Section 3.1 Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow Village employees to identify, retrieve, and review the records. If it is not clear what records are being sought, the Clerk must contact the requester for clarification, and should assist the requester in revising the request by informing the requester of the manner in which the office keeps its records.

Section 3.2 The requester is not required to put a records request in writing, and does not have to provide his or her identity or the intended use of the requested public records. Although not required, Oakwood Village encourages requests for public records be put in writing to ensure there are no misunderstandings as to what records are being requested.

Section 3.3 Public records are to be available for inspection during regular business hours, with the exception of published holidays. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. "Prompt" and "reasonable" take into account the volume of records requested; the proximity of the location where the records are stored and the necessity for any legal review of the records requested.

Section 3.4 Each request should be evaluated for an estimated length of time required to gather the records. Routine requests for records should be satisfied immediately if feasible to do so. Routine requests include, but are not limited to, meeting minutes (both in draft and final form), budgets, salary information, forms and applications, personnel rosters, etc. If fewer than 20 pages of copies are requested or if the records are readily available in an electronic format that can be e-mailed or downloaded easily, such should be made available as quickly as the equipment allows.

All requests for public records must either be satisfied (see Section 3.4) or be acknowledged in writing by the (public office) within five business days following the office's receipt of the request and in the case of oral requests include, if the identity and contact information of the requester is known, a statement of the Clerk's understanding of the records being requested. If a request is deemed significantly beyond "routine," such as seeking a voluminous number of copies or requiring extensive research, the acknowledgement must include the following:

Section 3.4a- An estimated number of business days required to satisfy the request.

Section 3.4b - An estimated cost if copies are requested.

Section 3.4 Any denial of public records requested must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

Section 3.5. All responses to public records requests shall include the following which shall be maintained by the Clerk for a minimum of six (6) years: a) any written records requests, b) the initial response to the request, c) in the case of oral requests where no initial response has been made in writing, a memorandum of the Clerk's understanding of the request, d) the written response fulfilling the request and outlining any denials or redactions, e) the records produced with the response and an unredacted set of any records that have been produced or have been withheld from production, f) any other materials relevant to the request or the production of records.

Section 4. Costs for Public Records

Those seeking public records will be charged only the actual cost of making copies.

Section 4.1 The charge for paper copies is 5 cents per page.

Section 4.2 The charge for downloaded computer files to a compact disc is \$1 per disc.

Section 4.3 There is no charge for documents that are provided by e-mail.

Section 4.4 Requesters may ask that documents be mailed to them. They will be charged the actual cost of the postage and mailing supplies.

Section 4.5 The Police Department may charge the actual cost of producing, reviewing, redacting and storage media for video records of police activity up to a maximum of \$750.

Section 5. E-mail

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the office. E-mail is to be treated in the same fashion as records in other formats and should follow the same retention schedules.

Records in private e-mail accounts used to conduct public business are subject to disclosure, and all officials, employees or representatives of the Village of Oakwood are instructed to retain their e-mails that relate to public business (see Section 1 Public Records) and to copy them to their business e-mail accounts where they shall be retained per established schedules and made available for inspection and copying in accordance with the Public Records Act.

Section 6. Records Disposal Policy

In the course of the daily activities of the Village of Oakwood records are created which document such activities. The records may be in many forms e.g. paper, electronic, email, etc. In the event that a Department Head deems it necessary to destroy public records of the Village of Oakwood which are no longer of administrative or historical value, the Department Head must comply with Ohio Revised Code Chapter 149 regarding the proper disposal of public records.

The Village of Oakwood has established a Records Commission to review such records. The Department Head must obtain approval prior to destruction. Contact a member of the Records Commission for any questions regarding this policy and procedures in place (Law Director, Council President, Clerk of Council or Mayor).

Records being destroyed must be shredded, or, in the case of electronic communications, a wiping agent used or the electronic documents and/or communications shall be scrambled to the extent approved by and consistent with procedures established by the Records Commission.

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

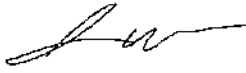
James A. Climer

Law Director, Village of Oakwood, Ohio

PURCHASER:
J Wall Homes, LLC

8/21/2025

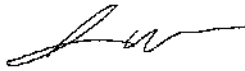
Date

By: _____
(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

AMENDED RESOLUTION NO. 2025-38

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

SECTION 1. Proposed 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

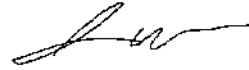
PURCHASER:

J Wall Homes, LLC

8/21/2025

Date

By: _____

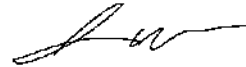


(Title)

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

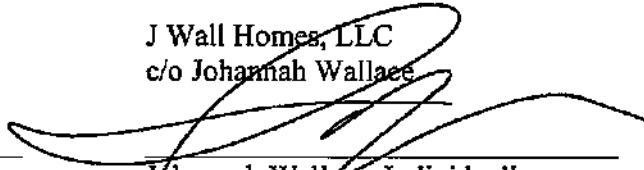
April 16 2025

_____ 

DATE

April 16 2025

J Wall Homes, LLC
c/o Johannah Wallace

A large, stylized handwritten signature in black ink, appearing to read 'JWallHomes', 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

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Values

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Building Sketch

Other Improvements

Permits

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ACTIVITY

Informal Reviews

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[Top](#)
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Updated :05/09/2025 03:44:03 AM

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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. 795-08-028 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

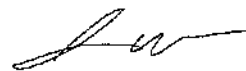
PURCHASER:

J Wall Homes, LLC

8/21/2025

Date

By: _____

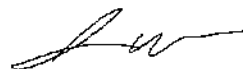


(Title)

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

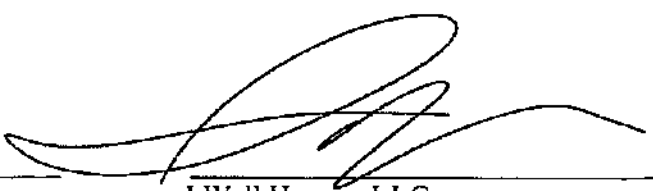
APPROVED AS TO LEGAL FORM

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*

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

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Building Information

Building Sketch

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Permits

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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

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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

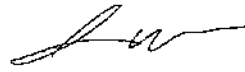
James A. Climer
Law Director, Village of Oakwood, Ohio

PURCHASER:

J Wall Homes, LLC

8/21/2025

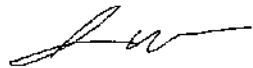
Date

By: _____
(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

AMENDED RESOLUTION NO. 2025-41

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

SECTION 1. Proposed Ordinance No. 2025 - , attached hereto and made a part hereof by reference and marked Exhibit "A", which provides for the sale to Purchaser of Village land designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-09-043 (a diagram of said property being attached as Exhibit 2 to said Proposed Ordinance) be and hereby is referred to the Planning Commission pursuant to Charter Sec. I 0.02 (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

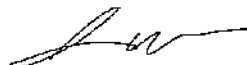
By: 

(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 "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 "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


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



CUYAHOGA COUNTY, *Ohio*
MyPlace

Exhibit 2

Search

City Entire County 

Search By ☐ Owner ☒ Parcel ☐ Address

795-09-043 

[Search Results](#)

[View Map](#)

PROPERTY DATA

[General Information](#)

[Transfers](#)

[Values](#)

[Land](#)

[Building Information](#)

[Building Sketch](#)

[Other Improvements](#)

[Permits](#)

[Property Summary Report](#)

TAXES

[Tax By Year](#)

[Pay Your Taxes Online](#)

LEGAL RECORDINGS

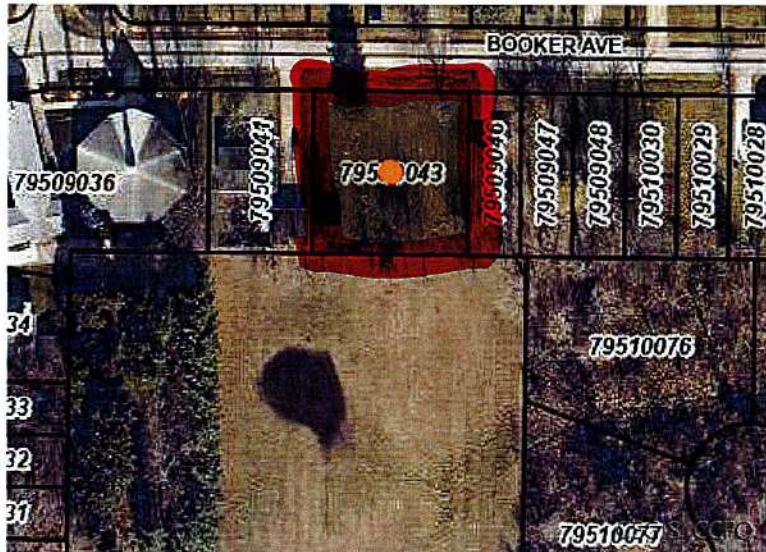
[Get a Document List](#)

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. 795-09-043 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

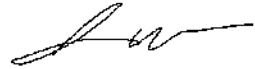
By: 

(Title)

PURCHASER:

8/21/2025

Date


Johannah Wallace

RESOLUTION NO. 2025-74

INTRODUCED BY COUNCIL AS A WHOLE

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF MARCUS JORDAN SR.

WHEREAS, Marcus Jordan Sr., a longtime resident of Oakwood Village, has sadly passed away Saturday, October 25th, 2025, at the age of 78; and

WHEREAS, Marcus was born on September 21st, 1947, in Cleveland, Ohio to Mrs. Murdis Jordan-Hill. Marcus was the eldest of five children; and

WHEREAS, Marcus was educated in the Cleveland Public School and graduated from Max Hayes High School in the year 1965. Being the person he was, Marcus was nominated Valedictorian and turned it down; and

WHEREAS, Marcus took an interest in truck driving and vehicles while helping his step-father at Spitzer Ford Dealership at an early age. His uncle John introduced him to truck driving while employed at Fridge Foods at the age of 17 years old. He remained as the Senior driver until the closing of the company. He was later hired at Peck Foods in 2000. He later joined Northern Haserot until retirement in 2003. He served 38 years as a Truck Driver and member of Local 400; and

WHEREAS, Marcus met the love of his life Bernice while making a delivery at a school where she was employed. They got married on September 29th, 1984 and remained married for 41 years. To that union they had three children; and

WHEREAS, Marcus became an honorary member of Williams Chapel Church of God in Christ under the leadership of the late Bishop Mark L. Perry. He later became an honorary member of Citadel of Faith Ministries under the leadership of his brother-in-love Administration Assistant David S. Mckenzie, Sr. Marcus help with the infant stage of building COFM; and

WHEREAS, Marcus was known to everyone to be a kind soul. He was a step-in father to the children in the neighborhood who had absentee fathers. No one had a negative word to say about him. He also was known as Papa J to his children's friends. He was a great supporter and faithful friend to all of his family and friends. He gave wise counsel with very few words. He was a devoted husband, father, and grandfather; and

WHEREAS, Marcus was preceded in death by his mother, Murdis Hill, two Aunts Gladys and Lois, his Uncle John Jordan, two nephews Troy, Jr. & Daniel Aaron, and one niece Chandala Scott; and

WHEREAS, Marcus is survived by his wife Bernice Jordan, two sons; Marcus Jr (Tyler), Michael Sr, Margiarie, Special daughter Romea Davis. Seven grandchildren Messiah Davis, Mikayla, Amiyah, Michael Jr, Denver, Mikhi, Aniyah Jordan. Two special grandchildren Aubrey and Lauren Taylor. Four Siblings Gladys Hood, Eddie Jordan, Marcella (George) Morrow, Loretta Hill. Ten Brothers in Love, Thirteen Sisters in Love and Three Aunts. A Grand Host of Nieces, Nephews, Cousins, and Friends, he will be greatly missed.

A Legacy of Love and Grace.

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

Marcus Jordan Sr., 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 Marcus Jordan Sr.

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: _____

Eloise Hardin, 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. 2025-74 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2025.

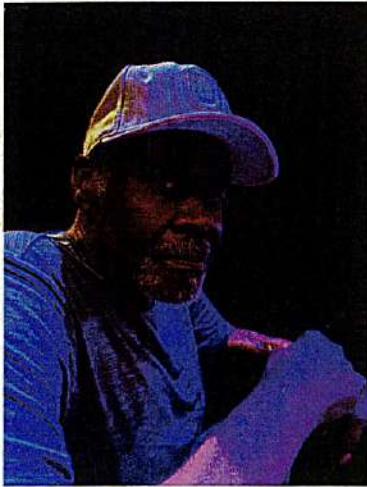
Tanya A. Joseph, Clerk of Council

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. 2025-74 was duly posted on the _____ day of _____, 2025, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF MARCUS JORDAN SR.



WHEREAS, Marcus Jordan Sr., a longtime resident of Oakwood Village, has sadly passed away Saturday, October 25th, 2025, at the age of 78; and

WHEREAS, Marcus was born on September 21st, 1947, in Cleveland, Ohio to Mrs. Murdis Jordan-Hill. Marcus was the eldest of five children; and

WHEREAS, Marcus was educated in the Cleveland Public School and graduated from Max Hayes High School in the year 1965. Being the person he was, Marcus was nominated Valedictorian and turned it down; and

WHEREAS, Marcus took an interest in truck driving and vehicles while helping his step-father at Spitzer Ford Dealership at an early age. His uncle John introduced him to truck driving while employed at Fridge Foods at the age of 17 years old. He remained as the Senior driver until the closing of the company. He was later hired at Peck Foods in 2000. He later joined Northern Haserot until retirement in 2003. He served 38 years as a Truck Driver and member of Local 400; and

WHEREAS, Marcus met the love of his life Bernice while making a delivery at a school where she was employed. They got married on September 29th, 1984 and remained married for 41 years. To that union they had three

children; and

WHEREAS, Marcus became an honorary member of Williams Chapel Church of God in Christ under the leadership of the late Bishop Mark L. Perry. He later became an honorary member of Citadel of Faith Ministries under the leadership of his brother-in-law Administration Assistant David S. McKenzie, Sr. Marcus help with the infant stage of building COFM; and

WHEREAS, Marcus was known to everyone to be a kind soul. He was a step-in father to the children in the neighborhood who had absentee fathers. No one had a negative word to say about him. He also was known as Papa J to his children's friends. He was a great supporter and faithful friend to all of his family and friends. He gave wise counsel with very few words. He was a devoted husband, father, and grandfather; and

WHEREAS, Marcus was preceded in death by his mother, Murdis Hill, two Aunts Gladys and Lois, his Uncle John Jordan, two nephews Troy, Jr. & Daniel Aaron, and one niece Chandala Scott; and

WHEREAS, Marcus is survived by his wife Bernice Jordan, two sons; Marcus Jr (Tyler), Michael Sr, Margiarie, Special daughter Romea Davis. Seven grandchildren Messiah Davis, Mikayla, Amiyah, Michael Jr, Denver, Mikhi, Aniyah Jordan. Two special grandchildren Aubrey and Lauren Taylor. Four Siblings Gladys Hood, Eddie Jordan, Marcella (George) Morrow, Loretta Hill. Ten Brothers in Love, Thirteen Sisters in Love and Three Aunts. A Grand Host of Nieces, Nephews, Cousins, and Friends, he will be greatly missed.

A Legacy of Love and Grace.

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 Marcus Jordan Sr., 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 Marcus Jordan Sr.

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

Mayor Erica L. Nikolich

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



ORDINANCE NO. 2025-76

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: _____

Eloise Hardin, 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 Ordinance No. 2025-76 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 -76 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/VNL R
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 PERL 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 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



PAINTED WHEEL (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

AMENDED RESOLUTION NO. 2025-77

INTRODUCED BY 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
SUMMIT COUNTY FISCAL OFFICER AS PERMANENT PARCEL
NUMBER 33-00324 AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Oakwood and James A. Palladino Trust (hereinafter referred to as "Purchaser") have reached an agreement in principle for the sale of certain property owned by the Village to Purchaser which property is designated on the records of the Summit County Fiscal Officer as Permanent Parcel No. 33-00324; 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 ORDAINED 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 incorporated herein as Exhibit "A", which provides for the sale to Purchaser of Village land designated on the records of the Summit County Fiscal Officer as Permanent Parcel No. 33-00324 upon the terms described in the Purchase Agreement attached to said Ordinance as Exhibit "1" 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 Ordinance 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 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 transaction at issue is time-sensitive in nature, 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: _____
Eloise Hardin, 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 Resolution No. 2025-77 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. 2025-77 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 A

AMENDED ORDINANCE NO. 2025-WS-54

INTRODUCED BY COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH JAMES A PALLADINO TRUST TO SELL CERTAIN VILLAGE LAND DESIGNATED ON THE RECORDS OF THE SUMMIT COUNTY FISCAL OFFICER AS PERMANENT PARCEL NUMBER 33-00324 AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood owns certain real property designated on the records of the Summit County Fiscal Officer as Permanent Parcel No. 33-00324 for which the Village has no foreseeable development plans; and

WHEREAS, Council deems it advantageous sell the foregoing Property to Purchaser; and,

WHEREAS, Oakwood and 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;

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", **the said property being depicted on Exhibit "2" attached hereto and incorporated herein.**

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the transaction at issue is time-sensitive in nature, 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: _____
Eloise Hardin, 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- 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*, a political subdivision of the State of Ohio organized and existing pursuant to Title 7 of the Ohio Revised Code, hereinafter referred to as SELLER, and *James A. Palladino Trust*, hereinafter referred to as PURCHASER.

1. SELLER agrees, subject to approval of this Agreement by Seller's Planning Commission and Council, to sell and PURCHASER agrees to purchase the following described real estate with appurtenances, located in the City of Macedonia, County of Summit and State of Ohio: Summit County Auditor's Permanent Parcel No. 33-00324, located immediately west of 26496 Broadway Ave., Macedonia, Ohio consisting of approximately 4.14 acres of unimproved land. The Property shall include the land, all appurtenant rights, privileges and easements in their present condition and nothing else.

2. PURCHASER agrees to pay for said Property the sum of Ninety Thousand and 00/100 Dollars (\$90,000.00), which shall be payable in cash to be deposited in escrow.

3. SELLER shall furnish a Warranty Deed conveying to PURCHASER, or nominee, a marketable title to the Property 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 (b) zoning ordinances, if any; and (c) taxes and assessments, both general and special, not yet due and payable, for the current half of the taxable year and thereafter. The said Warranty Deed shall contain a deed restriction limiting the use of the Property to residential purposes absent agreement in writing by Seller.

4. 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. Should PURCHASER desire, it may obtain a Fee Policy of Title Insurance, so long as it pays the increased premium due because of such additional coverage.

5. 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.

6. All documents and funds necessary to the completion of this transaction shall be placed in escrow with an escrow agent, subject to their standard conditions of escrow acceptance, to be selected by PURCHASER on or within 30 days of the last of the foregoing approvals by Seller's Planning Commission and Council. If a defect in title appears, SELLER shall have thirty (30) days after notice to remove said defect. Title shall transfer within 45 days of the foregoing deposit of documents and funds or cure of defects, whichever is later, or sooner if agreed to in writing by the parties.

7. When Escrow Agent is able to issue evidence of title as required hereby and has received all funds and documents to be deposited hereunder, the Escrow Agent shall:

- (a) File the Deed or Deeds for record;
- (b) Note on the Closing Statement all appropriate adjustments in the Purchase Price for costs and prorations to be charged to the PURCHASER and SELLER as provided in Paragraph 8 hereof;
- (c) Forward to PURCHASER the Recorder's receipt for the Deed or Deeds, and the title guarantee;
- (d) Forward to each party a copy of the Closing Statement; and
- (e) Follow such additional procedures as are customarily followed by the Escrow Agent in closing a transaction of this nature.

8. The Escrow Agent shall charge to SELLER and pay out of the

purchase price the following: (a) the cost of the title exam and Title Guaranty required hereunder; (b) amount due to discharge any lien encumbering the property and the cost of recording the cancellation thereof; (c) any amount due PURCHASER by reason of prorations; and (d) 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 or date of possession, whichever is later. The Escrow Agent is authorized by SELLER to withhold \$500.00 to secure payment of water and sewer rents and to satisfy same unless SELLER furnishes Escrow Agent with a receipt showing water and sewer rents are paid to deed transfer date.

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; and (f) the additional 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 their 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 the Property.

12. The Property is being sold in its condition "AS IS". PURCHASER understands that SELLER does not plan to conduct their own inspection of the Premises and are under no duty to discover any defects prior to sale. PURCHASER further 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. Time is of the essence of this Agreement. In the event PURCHASER fails to make any payment of the purchase price promptly when the same shall become due as herein specified, or promptly to perform any covenant or agreement herein contained, SELLER may elect to specifically enforce this Agreement, or to terminate this Agreement and to retain as liquidated damages any payments theretofore made hereunder by PURCHASER.

14. 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.

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

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

17. 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: Mayor Erica Nikolic
24800 Broadway Ave.
Oakwood Village, OH 44146

COPY TO: James A. Climer
Law Director, Village of Oakwood
34305 Solon rd., Ste 100
Cleveland, OH 44139

TO BUYER:

James A. Palladino Trust
c/o Steve Rizzo
Ohio Bulk Transfer
3203 Harvard Ave.
Newburgh Heights, OH 44105

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the date and year first above written.

SELLER:

VILLAGE OF OAKWOOD, Ohio

DATE

By: _____
ERICA NIKOLIC, MAYOR

PURCHASER:

JAMES A. PAALADINO TRUST

DATE

By: _____
(Title)

**VILLAGE OF OAKWOOD
SPECIAL MEETING MINUTES
2025-11-12**

ATTENDANCE

Eloise Hardin, President
Taunya Scruggs, Ward 1
Paggie Matlock, Ward 3
Mary Davis, Ward 4

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
Karen Gaither – Recreation Director	Tom Haba, Service Director
Mark Garratt, Police Department	Dave Tapp, Fire Department
Brian Thompson, Finance Director	Yvonne Evans-Warren, Ward 2

** Arrived after roll call*

Meeting opened at 6:02pm by Hardin
Pledge of Allegiance
Roll Call taken

2025-75	A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION
Introduced 11-11-25	TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY
By Mayor and	DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM FOR 2026, AND AUTHORIZING THE
Council as a whole	SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND
1 st read 11-11-25	DECLARING AN EMERGENCY
2 nd read 11-12-25	

Motion to adjourn made by Davis seconded by Matlock

YES VOTE: Hardin, Scruggs, Matlock, Davis

MOTION PASSED

Adjourned at 6:05p.m.

Approved _____

Tanya Joseph, Clerk of Council

Eloise Hardin, President of Council