

**VILLAGE OF OAKWOOD  
WORK SESSION  
December 23<sup>rd</sup>, 2025  
6:30 p.m.  
AGENDA**



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

*Legislation: Fiscal Officers Certificate Present*

2024-WS-43	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CEP RENEWABLES OH, LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE VILLAGE AS A SOLAR ENERGY PROJECT WITH ATTENDANT RECREATIONAL USES
2024-WS-45	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CREIntelligent 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-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-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-60	A RESOLUTION DECLARING THE INTENT OF THE VILLAGE OF OAKWOOD, OHIO TO DISPOSE OF PERSONAL PROPERTY AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR VILLAGE USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2026 AND DECLARING AN EMERGENCY
2025-WS-61	A RESOLUTION TO ESTABLISH A PICK-UP PLAN OR PURPOSES OF PERMITTING EMPLOYEES OF THE FIRE DEPARTMENT WHO ARE ELIGIBLE TO PARTICIPATE IN THE OHIO POLICE AND FIRE PENSION FUND TO DEFER TAXES ON THEIR EMPLOYEE CONTRIBUTIONS TO SAID FUND AND DECLARING AN EMERGENCY
2025-WS-62	A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF DARYL HARRIS IN THE POSITION OF COMMERCIAL/RESIDENTIAL BUILDING CODE ENFORCEMENT OFFICER AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THAT POSITION 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**  
**December 23<sup>rd</sup>, 2025**  
**7:00 p.m.**  
**AGENDA**

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- 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	Joseph Lastery	Building	Roland Walker
		Engineer	Matt Jones
		Recreation	Karen Gaither

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- 4. Minutes**  
**March 7<sup>th</sup>, 2025, Work Session Minutes**  
**March 7<sup>th</sup>, 2025, Council Meeting Minutes**  
**October 28<sup>th</sup>, 2025, Finance Committee Meeting**

- 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**

<b>2025-37AMENDED)</b> Introduced 6-10-25 By the Mayor and Council as a whole 1 <sup>st</sup> read 6-10-25 2 <sup>nd</sup> read 6-24-25 3rd read 7-8-25 Tabled 7-8-25	<b>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</b>
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<b>2025-38(AMENDED)</b>	<b>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</b>
Introduced 6-10-25	
By the Mayor and Council as a whole	
1 <sup>st</sup> read 6-10-25	
2 <sup>nd</sup> read 6-24-25	
3 <sup>rd</sup> read 7-8-25	
Tabled 7-8-25	
<b>2025-39(AMENDED)</b>	<b>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</b>
Introduced 6-10-25	
By the Mayor and Council as a whole	
1 <sup>st</sup> read 6-10-25	
2 <sup>nd</sup> read 6-24-25	
3 <sup>rd</sup> read 7-8-25	
Tabled 7-8-25	
<b>2025-40(AMENDED)</b>	<b>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</b>
Introduced 6-10-25	
By the Mayor and Council as a whole	
1 <sup>st</sup> read 6-10-25	
2 <sup>nd</sup> read 6-24-25	
3 <sup>rd</sup> read 7-8-25	
Tabled 7-8-25	
<b>2025-41(AMENDED)</b>	<b>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</b>
Introduced 6-10-25	
By the Mayor and Council as a whole	
1 <sup>st</sup> read 6-10-25	
2 <sup>nd</sup> read 6-24-25	
3 <sup>rd</sup> read 7-8-25	
Tabled 7-8-25	
<b>2025-42(AMENDED)</b>	<b>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</b>
Introduced 6-10-25	
By the Mayor and Council as a whole	
1 <sup>st</sup> read 6-10-25	
2 <sup>nd</sup> read 6-24-25	
3 <sup>rd</sup> read 7-8-25	
Tabled 7-8-25	
<b>2025-81</b>	<b>AN ORDINANCE ESTABLISHING THE OAKWOOD COMMUNITY GARDEN AND DECLARING AN EMERGENCY</b>
Introduced 19-9-25	
By Mayor	
1 <sup>st</sup> read 12-9-25	
2 <sup>nd</sup> read 12-23-25	

**2025-82** **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**  
Introduced 12-9-25  
By Mayor  
1st read 12-9-25  
2<sup>nd</sup> read 12-23-25

**2025-86** **A RESOLUTION OF CONDOLENCES TO THE FAMILY OF MICHAEL P. PARISH**  
Introduced 12/23/25  
By Council as a whole  
1<sup>st</sup> read 12-23-25

**11. Adjournment**

ORDINANCE NO. 2024-WS-43

INTRODUCED BY MAYOR

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

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

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

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

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

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

PASSED: \_\_\_\_\_  
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Gary V. Gottschalk

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

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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.

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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 PO-  
LITICAL SUBDIVISION

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

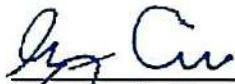
Date: \_\_\_\_\_

Approved as to legal form:

Law Director/Assistant Law Director

**CEP:**

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



By: Gary R. Cicero  
Managing Member

Date: September 4, 2024

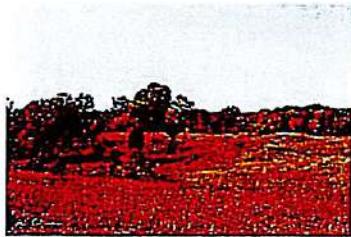
• ANDREW L. SPARKS AND ASSOCIATES, INC. •

• Landscape Architecture •

30303 Euclid Ave., Wickliffe, OH 44092

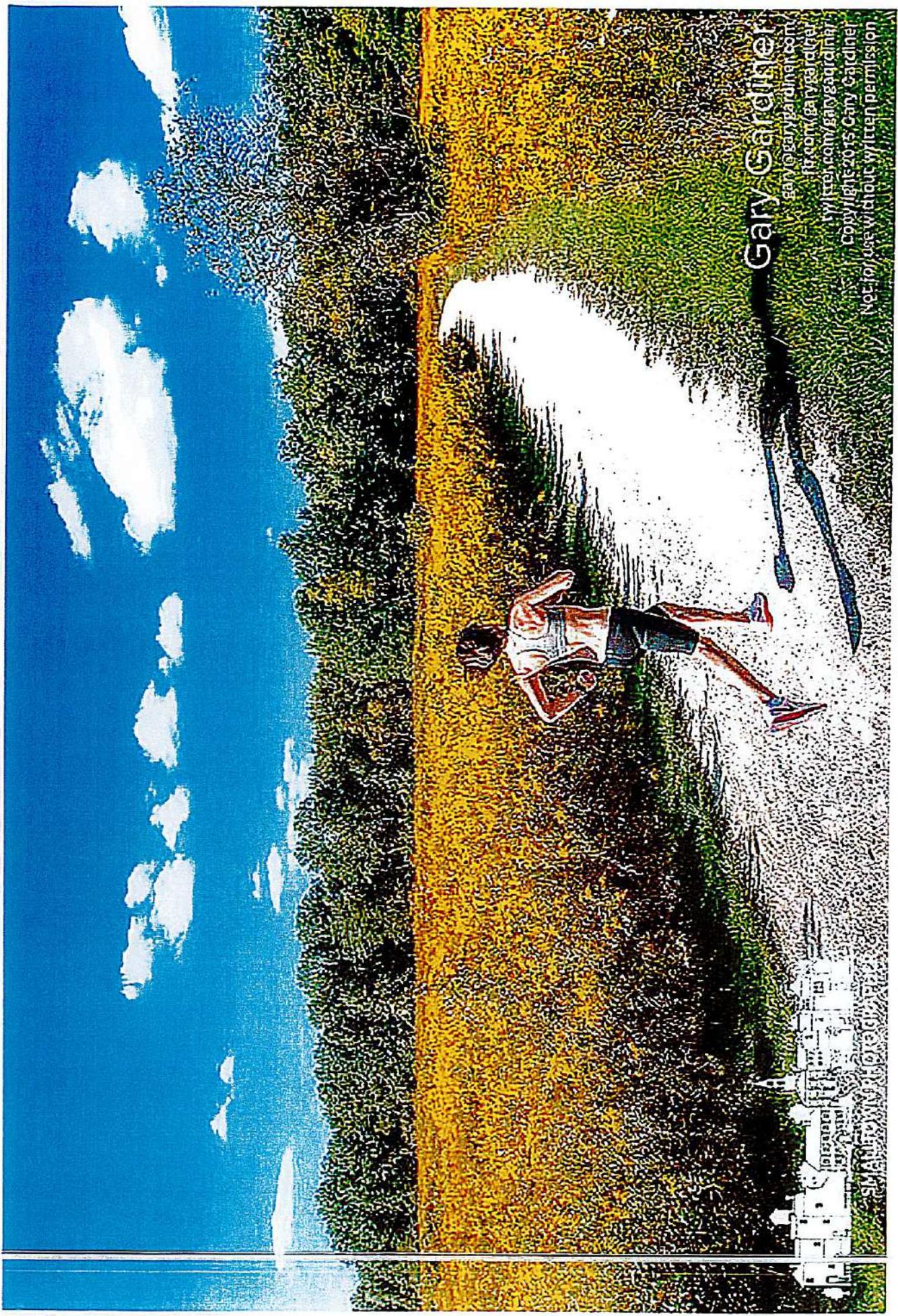
CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

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 Gachine

gary@garygachine.com  
http://garygachine.com/garygachine.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.

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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.

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Tanya Joseph, Clerk of Council

DATED: \_\_\_\_\_

## EXHIBIT A



2717 S. Arlington St., Suite C  
Akron, OH 44312  
[E:f.hamilton@cretelligent.com](mailto: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](mailto: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
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$22,500.00</b>

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.

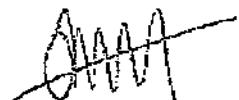
All work will be completed in accordance with the attached terms and conditions.

#### **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,  
**CRETILENT**



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.

Oakwood Village  
January 8, 2024  
Page 5

**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 4<sup>th</sup> 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-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 (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)

**RESOLUTION NO. 2025-WS-60**

INTRODUCED BY \_\_\_\_\_

**A RESOLUTION DECLARING THE INTENT OF THE VILLAGE OF OAKWOOD,  
OHIO TO DISPOSE OF PERSONAL PROPERTY AS HAVING BECOME OBSOLETE,  
UNNECESSARY OR UNFIT FOR VILLAGE USE THROUGH INTERNET  
AUCTIONS DURING THE CALENDAR YEAR 2026 AND DECLARING AN  
EMERGENCY**

**WHEREAS**, pursuant to the Ohio Revised Code Section 721.15(D), the Village of Oakwood desires to adopt this Resolution expressing its intent to sell by internet auction personal property that has become obsolete, unnecessary or unfit for Village use by internet auction during the calendar year 2026; and

**WHEREAS**, Council finds that GovDeals, Inc. at [govdeals.com](http://govdeals.com) is an appropriate internet auction site; and

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

**SECTION 1.** During calendar year 2026, the Village's personal property which is not needed for public use or which is obsolete or unfit may be sold at internet auction pursuant to Ohio Revised Code Section 721.15(D).

**SECTION 2.** The said internet auctions will be conducted by GovDeals, Inc. on [govdeals.com](http://govdeals.com) and will be conducted in accordance with the Village's terms and conditions, which are attached hereto and incorporated as Exhibit "A".

**SECTION 3.** Each item will be offered for sale for not less than a minimum of ten (10) calendar days including Saturdays, Sundays, and legal holidays.

**SECTION 4.** The Clerk is hereby instructed to cause notice of adoption of this Resolution and the Village's intent to sell unneeded, obsolete or unfit personal property of the municipality by internet auction to be published in a newspaper of general circulation. The notice shall include a summary of the information provided in this Resolution and shall be published at least twice, all in accordance with requirements in the Ohio Revised Code Section 721.15.

**SECTION 5.** The Clerk is hereby further instructed to cause a notice containing a summary of the information provided in this Resolution to be posted continually throughout the calendar year 2026 in a conspicuous place in the Clerk's Office or Finance Office and the Village Council. A similar notice shall be posted on the Village's website throughout the calendar year 2026.

**SECTION 6.** All terms and conditions of sale, including but not limited to pick up and delivery, method of payment, sales taxes, and descriptions of the items, shall be specified for each item on the internet auction site.

**SECTION 7.** All items shall be sold without warranty in "AS IS" condition and Village of Oakwood makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**SECTION 8.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of the municipal departments and the need to authorize this Resolution to allow internet auctions in a timely fashion so that personal property already identified by the Village as being unnecessary, obsolete or unfit can be sold. Therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

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 Resolution No. 2025- was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

**POSTING CERTIFICATE**

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

---

Tanya Joseph, Clerk of Council

DATED: \_\_\_\_\_

## EXHIBIT “A”

### Village of Oakwood

Oakwood Village, Ohio

### Online Sales - Terms and Conditions

**All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.**

**Guaranty Waiver.** All assets are offered for sale “AS IS, WHERE IS.” Village of Oakwood makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**Description Warranty.** Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

**Inspection.** Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See instructions on each asset page for inspection details.

**Consideration of Bid.** Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

**Buyers Premium.** If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

**Removal.** All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** Seller will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by the specified removal date.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

**Sales to Employees.** Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

**RESOLUTION NO. 2025-WS-61**

INTRODUCED BY \_\_\_\_\_

**A RESOLUTION TO ESTABLISH A PICK-UP PLAN OR PURPOSES OF  
PERMITTING EMPLOYEES OF THE FIRE DEPARTMENT WHO ARE  
ELIGIBLE TO PARTICIPATE IN THE OHIO POLICE AND FIRE  
PENSION FUND TO DEFER TAXES ON THEIR EMPLOYEE  
CONTRIBUTIONS TO SAID FUND AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the eligible employees of the Oakwood Village Fire Department participate in the Ohio Police & Fire Pension Fund; and

**WHEREAS**, employers may pay all or a part of the mandatory employee contributions for employees participating in the Ohio Police & Fire Pension Fund; and

**WHEREAS**, the Oakwood Village Council desires to pick-up all the twelve and one quarter percent (12.25%) mandatory employee contributions required to be paid under Section 742.31 of the Ohio Revised Code for participating employees of the Oakwood Village Fire Department] who are members of the Ohio Police & Fire Pension Fund;

**NOW, THEREFORE, BE IT RESOLVED**, that effective as of February 1, 2026, the Oakwood Village Council desires to pick-up all of the twelve and one quarter percent (12.25%) mandatory employee contributions by the employees who are members of the Ohio Police & Fire Pension Fund through a payroll reduction. No contributions prior to the Council's action shall be picked-up.

**BE IT FURTHER RESOLVED**, that said picked up contributions paid through a payroll reduction by the employer, even though designated as employee contributions for state law purposes, are being paid by the Oakwood Village Council in lieu of said contributions by the employee;

**BE IT FURTHER RESOLVED**, that said picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Ohio Police and Fire Pension Fund;

**BE IT FURTHER RESOLVED**, that said picked up contributions will be included in the gross income of the employees, for employment tax purposes, as the contributions are made to the Ohio Police and Fire Pension Fund; and

**BE IT FURTHER RESOLVED**, that said employees shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the Oakwood Village Council to the Ohio Police and Fire Pension Fund.

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 Resolution No. 2025 - was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Tanya Joseph, Clerk of Council

**POSTING CERTIFICATE**

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

Tanya Joseph, Clerk of Council

DATED: \_\_\_\_\_

**ORDINANCE NO. 2025-WS-62**

INTRODUCED BY \_\_\_\_\_

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF DARYL HARRIS IN  
THE POSITION OF COMMERCIAL/RESIDENTIAL BUILDING CODE  
ENFORCEMENT OFFICER AND SETTING FORTH THE DUTIES AND  
COMPENSATION FOR THAT POSITION AND DECLARING AN EMERGENCY**

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

**WHEREAS**, a pay ordinance shall have attached an exhibit for a job description of the employment position for which the employee 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 Daryl Harris as Commercial/Residential Building Code Enforcement Officer provided that Mr. Harris executes a waiver of the benefits available to 30 hour per week employees as listed in the Employee Handbook.

**SECTION 2.** Daryl Harris shall be responsible for the duties set forth in the job description attached as Exhibit A.

**SECTION 3.** Daryl Harris, as Commercial/Residential Building Code Enforcement Officer, shall part time 30 hours per week and be compensated at a rate of \$27 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 and adequate services to the citizens of the Village, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

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 \_\_\_\_\_ 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: Commercial/Residential Building Code Enforcement Officer

Name: Daryl Harris

Scheduled Work Hours/Days: Part Time Monday through Friday 10:00AM – 4:00PM

Reports To: Mayor and Building Manager

Location: Building Department

Pay Scale: \$27 per hour

Special Requirements: The position will be subject to a review three months after commencement

### Roles and Responsibilities:

- Conduct Commercial/residential property maintenance inspections, ensuring compliance with housing codes and related ordinances, and preparing detailed inspection reports while maintaining accurate records.
- Perform field inspections on Commercial/residential properties, assessing the condition of Interiors/exterior, including roofs, chimneys, gutters, downspouts, foundations, windows, siding, steps, sidewalks, driveways, and landscaping.
- Issue notices of code violations to property owners who are out of compliance and provide information on available resources to assist with necessary repairs.
- Notify supervisory staff of any hazardous or deteriorating conditions that require immediate attention.
- Respond to inquiries from property owners, potential buyers, tenants, real estate agents, contractors, and the general public regarding the inspection process.
- Prepare inspection reports and maintain thorough records of all inspections conducted.
- Perform other related duties as assigned.
- Perform Point of sale inspection.

*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.*



- Respond to public inquiries, complaints, and requests for information
- Coordinates collaboration and decision-making with SafeBuilt and other key contractors to meet requirements and ensure decisions align with the Village of Oakwood's expectations and goals

**Qualifications:**

Minimum high school degree, effective reading, writing, and planning skills, effective organization and communication abilities, clean background check, knowledge and experience in residential building code enforcement.

*Village of Oakwood is an equal opportunity employer. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. Reasonable accommodations for disabilities will be made.*

*Employment with Village of Oakwood is at-will. This means your employment is for an indefinite period of time and it is subject to termination by the employee or Village of Oakwood, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Village of Oakwood shall be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment status of Village of Oakwood employees.*

**AMENDED RESOLUTION NO. 2025-37**

**INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE**

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

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

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

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

**SECTION 1.** Proposed amended Ordinance No. 2025-39, attached hereto and made a part hereof by reference and marked Exhibit "A", which provides for the sale to Purchaser of Village land designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795- 08-028 and 795-08-029 (a diagram of said property being attached as Exhibit 2 to said Proposed Ordinance) be and hereby is referred to the Planning Commission pursuant to Charter Sec. 10.02 (C) for report and recommendation.

**SECTION 2.** The Clerk of Council be and is hereby authorized and directed to refer the attached proposed amended Resolution No. 2025-37 to the planning Commission for report and recommendation pursuant to Charter Sec. 10.02 (C) and the Codified Ordinances of the Village.

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

PASSED: \_\_\_\_\_

Erica Nikolic, President of Council

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing amended Resolution No. 2025-37 was duly and regularly passed by this Council at the meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

#### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that amended Resolution No. 2025-37 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

DATED: \_\_\_\_\_

## 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**

By: \_\_\_\_\_

Date

Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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James A. Climer

Law Director, Village of Oakwood, Ohio

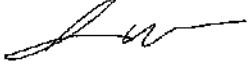
**PURCHASER:**

**J Wall Homes, LLC**

8/21/2025

\_\_\_\_\_  
Date

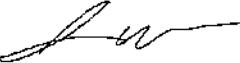
By: \_\_\_\_\_

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

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

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

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

**SECTION 1.** Proposed amended Ordinance No. 2025-40, attached hereto and made a part hereof by reference and marked Exhibit "A", which provides for the sale to Purchaser of Village land designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-030 and 795-08-031 (a diagram of said property being attached as Exhibit 2 to said Proposed Ordinance) be and hereby is referred to the Planning Commission pursuant to Charter Sec. 10.02 (C) for report and recommendation.

**SECTION 2.** The Clerk of Council be and is hereby authorized and directed to refer the attached proposed amended Resolution No. 2025-38 to the planning Commission for report and recommendation pursuant to Charter Sec. I 0.02 (C) and the Codified Ordinances of the Village.

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

PASSED: \_\_\_\_\_  
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing amended Resolution No. 2025-38 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Tanya Joseph, Clerk of Council

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that amended Resolution No. 2025-38 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: \_\_\_\_\_

## 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**

By: \_\_\_\_\_

Date

Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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James A. Climer

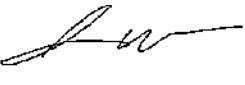
Law Director, Village of Oakwood, Ohio

**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 "I"

PURCHASE AGREEMENT

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

1. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate with appurtenances, located in the Village of Oakwood, County of Cuyahoga and State of Ohio: one vacant parcel of property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 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](mailto:jclimer@mrrlaw.com)

**TO PURCHASER:**

J Wall Homes, LLC  
c/o Johannah Wallace  
12918 Maplerow Ave.  
Garfield Heights, Ohio 44105  
[hasanproperties@gmail.com](mailto: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:

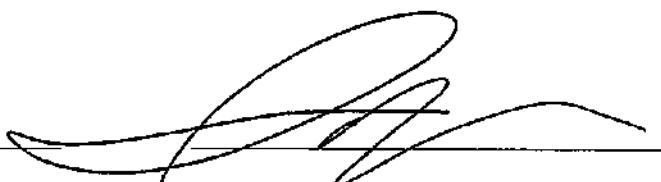
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

**PURCHASER**

April 16 2025



DATE

April 16 2025

DATE

J Wall Homes, LLC  
c/o Johannah Wallace

Johannah Wallace, Individually



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

**THANK YOU**

## 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**

By: \_\_\_\_\_

Date

Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

---

James A. Climer

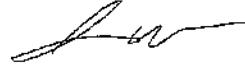
Law Director, Village of Oakwood, Ohio

**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

DATE



Johannah Wallace, Individually



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

THANK YOU

## 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**

By: \_\_\_\_\_

Date

Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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James A. Climer

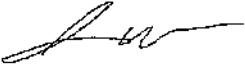
Law Director, Village of Oakwood, Ohio

**PURCHASER:**

**J Wall Homes, LLC**

8/21/2025

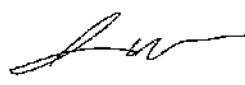
\_\_\_\_\_  
Date

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**

By: \_\_\_\_\_

Date

Gary V. Gottschalk, Mayor

**APPROVED AS TO LEGAL FORM**

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James A. Climer

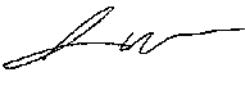
Law Director, Village of Oakwood, Ohio

**PURCHASER:**

**J Wall Homes, LLC**

8/21/2025

Date

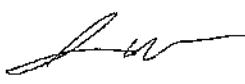
By: 

(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@mrtlaw.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



## Search

City  Entire County Search By  Owner  Parcel  Address

795-09-043

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

THANK YOU

## ADDENDUM

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

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

**SELLER:**

**VILLAGE OF OAKWOOD, OHIO**

By: \_\_\_\_\_

Date

Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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James A. Climer

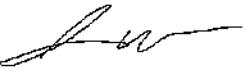
Law Director, Village of Oakwood, Ohio

**PURCHASER:**

**J Wall Homes, LLC**

8/21/2025

Date

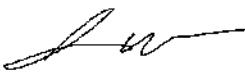
By: 

(Title)

**PURCHASER:**

8/21/2025

Date

  
Johannah Wallace

**ORDINANCE NO. 2025-81**

**INTRODUCED BY MAYOR**

**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 (%) 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. 2025-81 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. 2025-81 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.*

**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): \_\_\_\_\_

**ORDINANCE NO. 2025-82**

**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 (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. 2025-82 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. 2025-82 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.

<b>Scope of Assignment</b>	<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>
<b>Client's Responsibility</b>	<p><b>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.</b></p> <p><b><i>Cash Handling and Other Financial Transactions and Activities:</i></b> 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><b><i>Workplace Safety:</i></b> 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><b><i>Government Contracts:</i></b> 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><b><i>Operation of Vehicles and Equipment:</i></b> 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><b><i>Claims:</i></b> 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>
<b>Remote Work</b>	<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>

<b>Confidentiality</b>	<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>
<b>Limitation on Liability</b>	<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>
<b>Insurance</b>	<p>In addition to workers' compensation insurance for our professional, we also maintain commercial liability insurance.</p>
<b>No Contrary Agreements</b>	<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:

<b>Guarantee</b>	<p><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.</p>
<b>Time Report</b>	<p>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.</p>
<b>Overtime</b>	<p>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.</p>
<b>Hiring the Person Referred to You</b>	<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>
<b>Employment Taxes and Withholdings</b>	<p><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.</p>
<b>General Conditions</b>	<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

**RESOLUTION NO. 2025-86**

**INTRODUCED BY COUNCIL AS A WHOLE**

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF  
MICHAEL P. PARISH**

**WHEREAS**, Michael P. Parish has sadly passed away Monday, December 1<sup>st</sup>, 2025, at the age of 68; and

**WHEREAS**, Michael was born on December 28<sup>th</sup>, 1956 in Honolulu, Hawaii, to Alford L. Parish Sr., and the late Catherine Parish; and

**WHEREAS**, Michael was primarily raised in Cleveland, Ohio and graduated from John F. Kennedy High School in 1975. He participated in several activities and proudly played trumpet in the school's "Million Dollar Marching Band"; and

**WHEREAS**, Michael honorably served in the United States Air Force. He later joined the Cleveland Fire Department as a Firefighter and EMT on January 26, 1981, serving 22 years. He was a proud member of the Cleveland Chapter of the Vanguards and the International Association of Black Professional Firefighters (IABPFF). After retiring, he pursued various business ventures reflecting his diverse interests and entrepreneurial spirit; and

**WHEREAS**, Michael was an active resident involved in numerous community campaigns and causes for the city of Bedford Heights for over three decades; and

**WHEREAS**, Michael was married to Linda Parish for 25 years; and

**WHEREAS**, Michael was a part of the 1970 B-Buzz Baseball League champions, he enjoyed coaching baseball and softball, affectionately known as "Uncle Mike", bowling leagues with friends, gardening, spending time with family, face timing with his grandchildren, and he loved supporting and uplifting his community; and

**WHEREAS**, Michael was preceded in death by his mother, Catherine Parish, and his former wife, Linda Parish. He is survived by his father, Alford L. Parish Sr.; his children, Kiana Parish, Adrian Parish and his wife Shanon Parish and Kelly Parish-Zurowski and her husband Jason Zurowski; and his brother, Alford L. Parish Jr., and his wife Poppie Parish. He also leaves behind his grandchildren, Kairah Peterson and her husband Jordan Peterson, Marquise Williams, Kaylin Parish, and Anya Parish, along with a host of nieces, nephews, cousins, friends, and extended relatives who loved him dearly

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

**SECTION 1.** The Village of Oakwood, the Village Council, Mayor, and all elected and appointed officials express their most sincere condolences to the family and friends of Michael P. Parish 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 Michael P. Parish.

**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. 2025-86 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

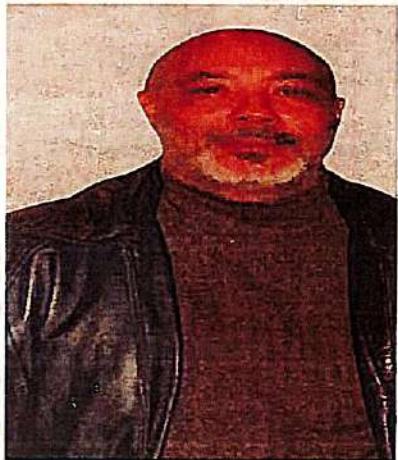
\_\_\_\_\_  
Tanya A. Joseph, Clerk of Council

**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. 2025-86 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 MICHAEL PHILLIP PARISH



**WHEREAS**, Michael P. Parish has sadly passed away Monday, December 1<sup>st</sup>, 2025, at the age of 68; and

**WHEREAS**, Michael was born on December 28<sup>th</sup>, 1956 in Honolulu, Hawaii, to Alford L. Parish Sr., and the late Catherine Parish; and

**WHEREAS**, Michael was primarily raised in Cleveland, Ohio and graduated from John F. Kennedy High School in 1975. He participated in several activities and proudly played trumpet in the school's "Million Dollar Marching Band"; and

**WHEREAS**, Michael honorably served in the United States Air Force. He later joined the Cleveland Fire Department as a Firefighter and EMT on January 26, 1981, serving 22 years. He was a proud member of the Cleveland Chapter of the Vanguards and the International Association of Black Professional Firefighters (IABPFF). After retiring, he pursued various business ventures reflecting his diverse interests and entrepreneurial spirit; and

**WHEREAS**, Michael was an active resident involved in numerous community campaigns and causes for the city of Bedford Heights for over three decades; and

**WHEREAS**, Michael was married to Linda Parish for 25 years; and

**WHEREAS**, Michael was a part of the 1970 B-Buzz Baseball League champions, he enjoyed coaching baseball and softball, affectionally known as "Uncle Mike", bowling leagues with friends, gardening, spending time with family, face timing with his grandchildren, and he loved supporting and uplifting his community; and

**WHEREAS**, Michael was preceded in death by his mother, Catherine Parish, and his former wife, Linda Parish. He is survived by his father, Alford L. Parish Sr.; his children, Kiana Parish, Adrian Parish and his wife Shanon Parish and Kelly Parish-Zurowski and her husband Jason Zurowski; and his brother, Alford L. Parish Jr., and his wife Poppie Parish. He also leaves behind his grandchildren, Kiairah Peterson and her husband Jordan Peterson, Marquise Williams, Kaylin Parish, and Anya Parish, along with a host of nieces, nephews, cousins, friends, and extended relatives who loved him dearly.

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**SECTION 2.** The Clerk is hereby authorized to present a copy of this resolution to the family of Michael P. Parish.

**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.

*Erica L. Nikolic*  
\_\_\_\_\_  
Mayor Erica L. Nikolic

*Norman Bliss*  
\_\_\_\_\_  
Council At-Large Norman Bliss

*Yvonne Evans-Warren*  
\_\_\_\_\_  
Councilperson Ward 2 Yvonne Evans-Warren

*Mary Davis*  
\_\_\_\_\_  
Councilperson Ward 4 Mary Davis

*Eloise Hardin*  
\_\_\_\_\_  
President Eloise Hardin

*Taunya Scruggs*  
\_\_\_\_\_  
Councilperson Ward 1 Taunya Scruggs

*Paggie E. Matlock*  
\_\_\_\_\_  
Councilperson Ward 3 Paggie Matlock

*Joseph R. Lastock*  
\_\_\_\_\_  
Councilperson Ward 5 Joseph Lastock

*Tanya A. Joseph*  
\_\_\_\_\_  
Clerk of Council, Tanya A. Joseph



**VILLAGE OF OAKWOOD**  
**WORK SESSION MEETING MINUTES**  
**2025-3-7**

**ATTENDANCE**

Johnnie Warren, President Pro-Tempore  
Taunya Scruggs, Ward 1  
Paggie Matlock, Ward 3  
Tom Haba, Service Director  
Erica Nikolic, President  
Gary V. Gottschalk, Mayor

**ABSENT**

Eloise Hardin, Ward 2	Mark Garratt, Police Department
Mary Davis, Ward 4	James Climer, Law Director
Ross Cirincione, Prosecutor	Matt Jones, Village Engineer
Brian Thompson, Finance Director	Recreation Director
Candace Hill, Ward 5	Daniel Marinucci, Chief Bldg. Official
Dave Tapp, Fire Department	Sam O'Leary, Assistant Law Director

*\* Arrived after roll call*

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**Meeting opened at 6:48pm by Nikolic**

**Pledge of Allegiance**

**Roll Call taken**

Nikolic: Good evening council, we'll go through our work session items. 2024-WS-43. This is dealing with the CEP Renewables. We can skip this one, there's a lot going on with this. I'd like to present at some point several options relating to this legislation regarding how we can get some concrete benefits for the village or even consider how the village could do the project on its own and consider whether or not it's a lift we could do in terms of tax incentives. We could possibly be able to do the project on our own, but we have to bring in some experts to discuss how we can do that and if we work with the developer how we could get the best benefit out of that contract. So, we could skip that for now because we just don't have that information. 2024-WS-45, this is a contract with CREtelligent. This legislation will be amended to include the environmental covenant that's held on Free and Wright and also the health report from the Cuyahoga Board of Health when that is ready. So, that legislation will be amended in mid-March and resubmitted to the work session for council's review. 2025-WS-09, this is an ordinance adopting updated fees for the services provided by the building department, amending codified ordinance section 1305.07, repealing existing codified ordinances 1305.08 through 1305.19 and 1305.21 and declaring an emergency. We had an opportunity to discuss this in our Finance Committee meeting. Is there any discussion on this topic? Warren: I wasn't there, so what was the general...? Nikolic: The general discussion. So here before you, you have the fees. We requested that SAFEbuilt present updated fees, our fees haven't been updated since 2008. What SAFEbuilt presented was a middle-of-the-road update of the fee, so not on the low end and not

on the high end, so it would be an update of all the fees. I suggested that because they had not been updated in so long that we, at least for the commercial, put them on the higher end to sort of make up for the revenue that we hadn't gained, and he said that what that would include...adding just 10-15% to the average of what we have here. Gottschalk: I asked John Chesson, the CEO, for an estimate for the end of the month so we can review it. Nikolic: Okay, this is something different. This is about the total fees, just the general fees that will be charged for all permits. Gottschalk: Oh, I see. Whatever you've been doing from the date to the end of the month, I want to have his estimate of what it's going to be, that's all. Nikolic: Okay, this is different. This is relating to all of the fees for all of the building department. Warren: In other words, the fees that they charge for the permits. Gottschalk: Yeah, that would be included in this estimate, yeah. Nikolic: Well, this is a discussion of council adopting the fees because they haven't been updated. So what we're discussing is what we would adopt, the new fees that we would adopt. Gottschalk: Well, I should have that for Council within the next week. Nikolic: No, we have it. These are the fees that we would charge the residents and commercial entities. Gottschalk: All right, we'll see what we have. Warren: Do you have a copy of it? Gottschalk: No, I'm waiting for...He said he was going to send something to me. Nikolic: Right, you're talking about the work... Gottschalk: Permits, zoning, whatever else that they do. Nikolic: ...that they've completed for the month, right? The work that they have done. Gottschalk: Exactly. Nikolic: And this is a fee schedule. Warren: This is, in other words, what they did in the previous month will have no reflection on this at all. Because what they did in this previous month was all based on the fees that are existing now. This legislation is to increase the fees for the different services and so, you know, that's like for the alteration, demolishing of buildings, stuff like that; those fees are being increased. Gottschalk: All right. Nikolic: And so my question is, when we talk higher, he said it could either be 10% or 15%, so I will go 15%. Anybody have other thoughts about increasing from the middle of the road, putting it to the higher end? He said he could increase it to 10% or 10-15%. So I would say just go with the 15% to ensure...And as the mayor pointed out, there's not that much development going on, so even if we did increase it, we wouldn't stand to gain that much revenue. So we might as well... Gottschalk: New development, now there's five expansions, but there's only five spots for new development in Oakland, that's it, we're done. Nikolic: So, I would advocate for 15% just so we can be aggressive on recouping the revenues since we haven't updated the fees since 2008. Did anyone have any thoughts on the percentage of increase with the commercial? Warren: I don't have any problems with it. It would have been nice for us to maybe have them here to do a presentation on these fee structures and their recommendations from their experiences from other communities and stuff, but we can always read it, move it to a first reading, and then have them come subsequently to explain it, if that's okay. Haba: I know he admitted that the fees were way low for us. We're way lower than other cities, I know you've mentioned that. Matlock: Right, that's why we were asking what were the actual fee ranges on the cities that they have been out there in the field like University Heights, Cleveland Heights, Solon. What did their fee structure look like? How much were they charging for? Nikolic: So, Mr. Cheatham's on, and I hope I'm pronouncing his name correctly, he's on vacation, and so he did mention that he will get the request, Matlock, of other municipalities and where they are. And also, he would update these fees to include that 10-15% once he's back. So, I would advocate for the 15% unless there's anyone against that. Warren: I don't have any problem against it. Nikolic: Okay, so for that we'll wait. If you like, we could move it to first read, move it to the agenda. Warren: Yeah, we need to, because then we won't have a monumental thing of another meeting [inaudible] expanded and if we don't get a suspension then

we're shot, you know. So, Council President, I would promote that we move WS-09-2025 to the regular agenda for tonight's meeting.

Motion to add 2025-WS-09 to the agenda made by Warren seconded by Matlock

**YES VOTE:** Nikolic, Warren, Scruggs, Matlock

**MOTION PASSED**

Nikolic: Moving on to 2025-WS-10, a resolution authorizing the mayor to accept a grant from the Cuyahoga County Solid Waste District. This was added by our clerk. Would you like to speak on this legislation? Joseph: Just our annual Shred Day Grant, just allowing the mayor to sign to accept the grant that we were given. Nikolic: May I have a motion to move this legislation to the agenda unless there's any objection?

Motion to add 2025-WS-10 to the agenda made by Matlock seconded by Warren

**YES VOTE:** Nikolic, Warren, Scruggs, Matlock

**MOTION PASSED**

Nikolic: Are there any other comments or questions about any of the legislation? Warren: One of the things I'll ask is that the Council Clerk find out what these numbers will be as we transition them to the regular agenda. These two, you know they...don't always fall sequentially behind the other ones like you would think they would. You know, you may have this one here at 128, then you transfer it, we can't put it on 128! Joseph: So, 2025-WS-09 will now become 2025-17, and then 2025-WS-10 is going to become 2025-18. Nikolic: Okay, thank you Councilman Warren for that. If there's nothing else, may I have a motion to adjourn the work session?

Motion to adjourn work session made by Matlock seconded by Scruggs

**YES VOTE:** Nikolic, Warren, Scruggs, Matlock

**MOTION PASSED**

Adjourned at 6:59 pm

Approved \_\_\_\_\_

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Evan Garrett, Assistant Clerk of Council

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Eloise Hardin, President of Council

**VILLAGE OF OAKWOOD  
COUNCIL MEETING MINUTES  
2025-3-7**

**ATTENDANCE**

Johnnie Warren, President Pro-Tempore  
Taunya Scruggs, Ward 1  
Eloise Hardin, Ward 2  
Paggie Matlock, Ward 3  
Candace Hill, Ward 5  
Erica Nikolic, President

Tom Haba, Service Director  
Gary V. Gottschalk, Mayor  
Brian Thompson, Finance Director  
Dave Tapp, Fire Department  
James Climer, Law Director

**ABSENT**

Mark Garratt, Police Department  
Mary Davis, Ward 4  
Ross Cirincione, Prosecutor  
Sam O'Leary, Assistant Law Director  
Daniel Marinucci, Chief Bldg. Official  
Matt Jones, Village Engineer

Recreation Director

*\* Arrived after roll call*

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**Meeting opened at 7:00pm by Nikolic**

**Pledge of Allegiance**

**Roll Call taken**

**Nikolic:** Moving on to agenda item number 4, the meeting minutes. May I have a motion to approve the meeting minutes from February 13th, 2025, special meeting minutes?

Motion to approve 2/13/25 special meeting minutes made by Hardin seconded by Warren

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

**ABSTAIN:** Nikolic

**MOTION PASSED**

**Nikolic:** May I have a motion to approve the meeting minutes from February 21st, 2025, special meeting minutes?

Motion to approve 2/21/25 special meeting minutes made by Hardin seconded by Warren

**YES VOTE:** Nikolic, Warren, Scruggs, Matlock, Hardin

**ABSTAIN:** Hill

**MOTION PASSED**

**Nikolic:** Agenda item number 5, Clerk Correspondence. **Joseph:** Well, soon the residents should be receiving postcards in regard to when the next Shred Day is going to be, and that's about it.

**Nikolic:** Thank you, Council Clerk. Moving on to agenda item number 6, departmental reports. May we hear from our mayor?

*Department Reports*

*Mayor*

Gary Gottschalk, Mayor| **Gottschalk:** Thank you, Madam Chair. Matt Jones, he'll be at the next meeting, we've already been in collaboration; and on the 21st of April, he will have the timeline for section one and section two of the Broadway reconstruction. In the meantime, I've been notified by some of the big businesses on Broadway already have a heads-up on what will be happening very soon. Secondly, you have on the legislation Trescal, and I'd like to see this get passed tonight. I submitted to Ms. Hardin a request for numbers for both Trescal as well as Home Instead Senior Care. I think it was passed out to all of you, so I'd see that happen tonight. And thirdly, I think I might have missed it. It's great to be having Thermo Fisher Scientific, [inaudible] they're expanding. They're the fifth company now that is expanding. What's so great about it is the people that come to work, as all the companies that we do have all come to work, this is what's happening in these other cities where there's no [inaudible], no workers, no homes. And they're withholding where they live and not where they're working. It's been a big hit on many cities and that's why you see so many buildings, they're moving to smaller buildings, even out here in Oakwood. So, it's quite exciting that they're number five now and expanding. Other than that, I pray for a safe trip for those who are going to Washington to get there safely as well as to get back home safely. That concludes my report. **Hardin:** I apologize for arriving late. Mayor, I'm looking for clerk's...Is this what you're referring to? **Gottschalk:** One is Trescal and one is a Home Instead Senior Caretaker. **Nikolic:** Clerk, has that been distributed to all of Council? **Joseph:** I don't know, I don't have a copy of it. **Hardin:** I didn't see it, that's why I'm [inaudible]. **Thompson:** That's the one, your exhibit for the numbers, Mayor? **Gottschalk:** Yeah. **Thompson:** Yeah, I sent the email to everyone. [inaudible] No, it was last week I think it was. **Gottschalk:** Yeah, it was a week ago. **Hardin:** Can you...We got to have that, because that's...And it should refer to it in the legislation. **Gottschalk:** Eloise, it's time to pass this, come on. **Hardin:** Gary, let me say something. Gary, not tonight, I beg you, not tonight. There's nobody here for the horse and pony show, so not tonight. **Gottschalk:** That's why we're doing it, where there's no dog and pony show. **Hardin:** And don't direct it at me. You don't want to do that tonight. **Gottschalk:** Well, I'm going to ask for a vote. **Hardin:** You can do whatever you want to do. May I still... Excuse me, do you want the clerk to give...Mr. Finance Director? It's on you, you can pull that... **Thompson:** She's pulling it down. **Hardin:** Okay, copy it. And the legislation, Mr. Law Director, if the rest are interested, and I'm sure they are, the legislation should refer to the attachment. **Nikolic:** Thank you, Councilperson Hardin. Mayor, does that conclude your report? **Gottschalk:** Yes. **Nikolic:** Okay. Thank you, Mayor. Moving on to Law Director.... **Hill:** I have questions. **Nikolic:** Oh, Councilperson Hill? **Hill:** Mayor, I have a lot of residents bringing up concerns about the new business on Free Avenue, the athletic center. **Gottschalk:** Yes. **Hill:** I remember when they came to get approval for that, they said there would be no more than 20 cars and there's been upwards of 70 cars there. **Gottschalk:** On the parking lot, they have their own clients. All we're saying is we don't want the cars to be going down Free Avenue, that's all. **Hill:** Well, they have to go to Free Avenue. **Gottschalk:** That's right at the top, into Free, not drifting down into the middle of Free or downward where North

Lane is. **Hill:** Well, I think the concern is that they said no more than 20 cars and there's been 70 cars. **Gottschalk:** That could have been...Remember, that's a zone for light industrial to begin with. You could have had a trucking operation there, you could have an Amazon there, you could've had anybody. **Hill:** That's not the residents' concern, the resident's concern is that they attended a meeting where they stated no more than 20 cars and there's been about 70 cars. So, is that going to continue? **Gottschalk:** Yeah, those are their clients. When we're using it... **Hill:** I just need to know so I can clearly communicate with the residents. **Gottschalk:** Communicate with them as long as those cars are not going through, the parking lot can...Whatever it takes. **Hill:** So, that parking lot doesn't hold 70 cars, they're just making spaces. So, that's one concern. **Gottschalk:** Well...we're not going to let them park on the street either. **Hill:** Okay. Second concern is... **Gottschalk:** Okay, yeah. That's a fair point. **Hill:** ...apparently, there was a deal or a conversation that the children on North, Free, and Wright would be able to attend the center for free for some specific amount of time, so two concerns from that: one, the residents haven't been notified about that at all. So, is that true or not? **Gottschalk:** It's true and it will be happening very soon. **Hill:** Okay, because they've been there for a while. Two is, why wasn't that extended to the rest of the village? **Gottschalk:** Because they're the ones that were affected by this, that's why it was important for them and their parents and their grandparents, okay? The rest of the village will be paying for it with a much smaller fee when we're using it for the summer. **Hill:** So, we have the residents on the three streets going for free, and our other residents will be made to pay for it? **Gottschalk:** Yes, but we're getting a better price for it, okay? **Hill:** I just wanted you to state that on the record so I can direct them to your comments. **Hardin:** I know that we have not had an effective building department for quite a while, so my question is directed at the Law Director. Mr. Law Director, when a company comes in as a part of the permit, based on footage and certain parameters, are there no parking space requirements to be defined, the number of parking spots? **Climer:** I think that would be part of the occupancy permit process. **Hardin:** Yes, sir. And since that doesn't happen under this administration, that was not effectively carried out. My question, and I haven't talked to the Council lady, but my understanding is that you should have someone go over...Those parking spots should be designated. We have a fire department here that, if there's a fire, 18 people jump out the window, and only one can get their car out. So just for fire safety and for the law, those parking spots should be designated; and if there's 70 spots, so 70 people, if there's two spots, two people. So, my request is that the parking spots be designated as defined in our ordinances and no more than what's allowed, thank you. **Nikolic:** Any further comment or questions for the mayor? **Hill:** I do have another. So, I just want to let you know that stack that you pointed out last week that the Finance Director gave us, the Council people went through it. There are several cover letters in there where they say this is the report and there's no report behind it. It's just a cover letter; there's no actual information. **Gottschalk:** What are we talking about? **Hill:** That right there. **Thompson:** I'll go back through. I had Heather assisting with that, so it's not missing. We'll continue to present at the Council. She put all the copies together, so I'll go back through and take a look. **Nikolic:** Any further questions or comments for the mayor? Hearing none, we may move on to our Law Director.

### ***Law Department***

Jim Climer, Law Director| **Climer:** We've had some discussions over the last several weeks about interest in land bank lots. It appears that one of the land bank parcels, or four of them

actually that Wallace Builders is interested in, is viable. We're in the process of getting an appraisal of those lots. There's going to be a requirement that they be consolidated; that will actually make a buildable lot. So, we're getting an appraisal as to the...fair market value of what that would be before we float anything with him. Two of the other lots are not something the village, or the administration at least, is interested in selling at this point. And two of the other people who have expressed interest in other lots appear to no longer be interested, or at least are not responsive at this point, so that's sort of where we are. On that, you'll have on the agenda tonight legislation to adjust building department fees, which as the new personnel in the building department pointed out, have not been done for some time. These are based on studies that SAFEbuilt did or their knowledge of mid-range fees from around the area. I'm not able to speak to that, but I've got to rely on their expertise for the actual fees. So, with that said, I'm happy to answer questions. **Hardin:** I have a question, the lot off of Forbes, is that still one of those that's being considered? **Climer:** No. **Gottschalk:** The reason that's not in play is because it leads to the poor lots on Suwannee, and Suwannee is a serious wetland area. Michigan Valley Engineering advised us long ago not to have that developed. But on the other matter, on the one on Booker, I can go with that now. **Climer:** Okay, so there are two lots... **Gottschalk:** There's one lot, if you're turning onto Booker from Kentucky right off of Rome, there's an empty lot, the second lot, and that can now be developed. Also, obviously the lots to the right of Arbutus on Lamson, can those be developed? **Climer:** Yes. **Gottschalk:** Okay. **Hill:** Are those the plots that you sent us or are those additional ones now? **Climer:** No, I think they're the ones that I sent everybody. **Hill:** Those were included? **Climer:** Yeah, those are among those. **Hill:** Okay, he's saying they can now be developed. Are we going to seek out developers or is there someone already interested? **Climer:** No, these are the ones that Wallace had expressed interest in. And as I've said, there are four on Lamson that adjoin Arbutus. When those are consolidated, they qualify as a buildable lot, and any contract would require him to do that and not re-split them and develop it only for residential purposes. The one on Booker is not quite a developable lot, it would require a variance in the Planning Commission. **Hill:** And is that what they're planning to seek out, the variance? **Climer:** I would assume, yeah, if he wants to continue. Once we establish a price, we'll decide if he wants to continue with it, and if so, he'll need to get a variance. I would suggest that it would make sense in that area because the lot is really bigger than lots that are already occupied on that road. **Warren:** What is the frontage? Is it the issue with the frontage that makes it non-compliant? **Climer:** The frontage and the square footage. It's not too far off in frontage as I recall, but the square footage is about 7,000 square feet under our requirement. **Warren:** 7,000? **Climer:** Yeah, it's a 15,000-foot plot. **Nikolic:** Law Director, what is variance? When you say they could seek a variance, what does that mean? **Climer:** When you have a hardship that is because of a certain configuration of the lot or an area or whatever, you can go to the Planning Commission. There are certain specified criteria for granting a variance, and if they can make the argument that the variance ought to be granted, then the Planning Commission can grant it, and they can build on more. **Nikolic:** So, a variance is an exception to the rule exception to the rule meaning you can build on this lot... **Climer:** Even though it doesn't technically meet our minimum requirements. **Nikolic:** Okay, thank you for that. **Gottschalk:** Again, familiarizing yourself with...Down on Booker there, after Rome Church, there's a house that is there and it's the second lot on that side. Initially, I was against it, but... **Climer:** This lot is actually bigger. There's the church, then a house on a small lot, and then the one of interest here and that this one is actually bigger than that first house, or the house that's farther east. So, the lots... **Hill:** So that's not... **Nikolic:** I'm sorry, Councilperson Hill, can you please wait to be acknowledged

before speaking for the sake of the record? It's for the sake of the record; it's not for argument purposes. **Hill:** Yes, that pink house is that part of...Are they knocking that down or is that totally separate? **Climer:** I'm not aware of that. This lot is a vacant lot. **Gottschalk:** The first house, there is a resident there, and as far as I know they're continuing to want to stay. **Hill:** No, that's not the house, that's a yellow house. There's another house that's smaller; it's a very small, pink house. There's no one that lives there, it's just a structure there. It used to be a house a long time ago, but I'm guessing that's not the property because we're not talking about knocking it down, so... **Climer:** No, this is a vacant lot. **Nikolic:** Law Director Climer, What's the status of the...When you talked with SAFEbuilt Cheatham about the request for bids for the demolishing of the properties? Did you have that conversation? If so, where are we at? **Climer:** We had a brief conversation about that, but he was headed out of town, and I'm going to take that conversation up with him this week. **Nikolic:** To be continued? **Climer:** Yeah. **Nikolic:** Okay, Any other comments or questions for the mayor? Hearing none, may we hear from our Finance Director?

### ***Finance Department***

Brain Thompson, Finance Director| **Thompson:** Thank you, Madam Chairman. Last week, I had to revise the exhibit for legislation tonight to have it reflect 25% of the 2024 ending budget. And in response to my letter, I did receive some additional budgets from a few departments that are in my possession, so we could probably get some scheduled out to get the law department to get yours, Jim. And I got the Mayor's Court, we can do Council clerk and Council simultaneously; I can assist Tanya to work on those, and we can probably schedule a few more budget hearings upcoming soon in light of those budgets being presented. And that's all I have, entertaining questions. **Hardin:** Question, you said there's a change in what so far? **Thompson:** For the exhibit? **Hardin:** Yes, which piece of the legislation? **Thompson:** For 25% recorded budget on the legislation. **Hardin:** Okay, what number is that, please? **Thompson:** 2024-139. **Hardin:** Okay, and this is for? **Thompson:** First quarter. **Hardin:** And what did you change? **Thompson:** Initially the goal was to do 25% of 2023's ending, but in light of that we had finished 2024's budget, I went back and revised the exhibit to reflect 25% of 2024's ending and that's what you have before you that I sent out last week. **Hardin:** Okay, that is what we asked you to do. Oh, for the record, the documents that we received last Tuesday in this stack, are you on record saying that the payroll information that you supplied is accurate? **Thompson:** Oh yeah, I think I gave you the year-end payroll report, so it's accurate. **Hardin:** I mean, the weekly register, what everybody's pay was for a given week, it's in that stack? **Thompson:** Well, I did a year-end summary. If you want every single week, I think it's quite a few pays in a year or so. I'd have to go back and give you every individual week, which would be quite a bit. But you do have the year-end's summary of what everybody made, what they got paid. **Hardin:** And help me, I don't remember, I guess I'm remiss in not being able to go through that much in such a short time. Since you did not include the sick and vacation time in those pay records, did you indicate, not by pay, but did you indicate sick and vacation time? Or you just showed hours worked? **Thompson:** No, it will show year-end balances, accrual balances per employee that they have at the end of the year. **Hardin:** I thought I saw and I might be wrong, you had...the weekly payroll? **Thompson:** Yeah, you would have a hearing summary in there of every single employee, it would have been the payroll register. **Hardin:** Okay, so that was in there, right? **Thompson:** Yes. **Hardin:** On that payroll register, did you document everybody's pay and their sick and vacation

time? **Thompson:** Yes, that happens per payroll period. **Hardin:** That's what I thought. So that is an accumulated figure in those records? **Thompson:** Yes. **Matlock:** Is that accumulated figure on what is left from the end of the year, 12-31-2024? **Thompson:** I gave you the year end 2024, I have to get it updated since we just had another payroll. I can provide you with another updated report as we are in 2025 after this last pay, so I can forward that to the clerk. **Matlock:** So, when looking at some of this leave balance that they have at the end of the year of 2024, shouldn't leave balance be... You have to explain it to me, because I don't know how you guys do your leave balance. **Thompson:** They would start the year, they would accrue, they would be used, and then the year end would be what's left. **Matlock:** Okay, so then what's left, what do you do with that? **Thompson:** Per the handbook, they can't carry over so many hours. It's a clause in the handbook that you can, if you put the request into the mayor, you could carry over more balance, that's in the handbook. So otherwise, whatever they end up with at the end of the year, following the procedures for the handbook, those are the new balances for your year. And we have the police department; they accrue at the first of the year pretty constantly. Other individuals are accruing per anniversary date. So, if they end a year and the anniversary day is not until June, they don't get a new accrual into that time. But the Police department always accrues theirs since the first year. And of course, the fire department doesn't receive any because they're part-time with no benefit. **Matlock:** Okay, so you're saying from anniversary date to anniversary date, that's when the leave accrued on their... That's when you issued them the leave they should have. **Thompson:** Yes. **Matlock:** And then by the end of their anniversary date... it should be depleted, what they had from that year, or either carry over the 40 hours stated in your handbook.

**Thompson:** Yes. **Matlock:** Because your handbook says it's only 40 hours; now, the question I have on that is, once you have that, because it says it has to be approved by an administrator... do you document that leave which they got the approval to carry that... 40 hours over? **Thompson:** Yes, we document it and then we put it in a personnel file. **Matlock:** Is there any reason why some leave we see is more than 40 hours, or is that just something coming from your computer that's wrong? Sometimes your data, I know you were saying... **Thompson:** Yeah, previously when we were dealing with the one incident... But we have some long-standing employees like Tommy for example, you may have quite a bit of hours in there. So, those would be hours pending his retirement coming back to work, so certain select employees, but the majority are just following suit with the anniversary dates and when they accrue. **Matlock:** When you approve these hours, is there a set amount of hours that they can keep? **Thompson:** It's a longevity schedule in the handbook. Like, if you get so many years on the job, that's how many hours you can get: two weeks, three weeks, four weeks. And the sick time is 4.62 hours of pay. **Matlock:** But we know sick time, you really can't do anything with. What about vacation time, how's that handled? **Thompson:** Vacation time is based on your longevity on the job, how many weeks you get. **Matlock:** So, for each year from anniversary date to anniversary date, then you use it or lose it other than the 40 hours that is approved by your administrator, stating that, okay, you can carry this 40 hours over, but it has to be used during that during that year. **Thompson:** Yes, and we document that. **Haba:** I can explain mine if you're on mine. **Thompson:** You can go ahead if you want to try. **Haba:** Mine started, I know mine's absurdly high right now, but mine started in probably when Ms. Molly Black was here 25 years ago. **Thompson:** Molly Black, so that was about 1996, 1998, somewhere around that year. **Haba:** Yeah, so I was there and I told her, hey Molly, I got whatever. Of course, in case you left, it's December 1st. It's [inaudible]. Next week, she goes, well, Council and mayor, both told me that if you go out and snow plow, you don't get compensated for it. You can take all yours and save yours up if you want, so that's

why I started doing it. That's my side of the story. **Nikolic:** Thank you, Service Director Haba. **Matlock:** How many years ago? **Haba:** I would guess 45, around there. You said... **Thompson:** 1998, 1996 is when Molly was there. **Haba:** [inaudible] ...27 years ago. **Gottschalk:** I think it was before 1990. **Matlock:** But my thing is that individual is no longer here, so I didn't even check your hours to see what's going on. **Haba:** I never intended to take all of it; I'm just here every day. I'm here every Saturday, I'm here every Sunday, and I'd like to sit down with Council someday and say, what do you want to do with it? **Matlock:** Yeah, we need to sit down and discuss a thing. **Haba:** I'm not in the...And I understand it's in the book; the other point is it's always been carried over forever, so that's...my side of the story. **Hardin:** May I ask for the record, Brian, after the meeting, there's a couple questions I have and I'm going to ask you to help me find it in that stack before we leave tonight. **Thompson:** Okay, no problem. **Hardin:** Thank you. **Nikolic:** Anything else for our Finance Director? **Gottschalk:** Madam Chair, I'll just add there was a mention again of the Mayor's Court and it's going to be changed. We had a director's meeting the other day and it will be changed in time to the Traffic Citation Bureau. The reason is Mayor's Courts are...outdated. I was one of the last mayors still to even have a Mayor's Court because of the potential conflict of interest between the mayor citing people and having it accrue into the reserves. So, I was the last of hardly any mayors, but to make it more appropriate...And Jim, I was mentioning that we're looking at changing the Mayor's Court to a Traffic Citation Bureau. **Climer:** Yeah, my understanding, and I haven't researched it through the vines, but my understanding was you technically still have a Mayor's Court, but the only part of it you operate is the Violation Bureau. **Gottschalk:** Yeah, but there's really no mayor...I don't believe there's a mayor anymore having a Mayor's Court. **Climer:** No, I understand that it's still there in name, but not in practice. And the Violations Bureau is operated as an adjunct to that Mayor's Court. **Gottschalk:** It's not happening right away, but it'll be happening within the next couple of months, two, three months. It'll be before you, when we do it. **Hardin:** Mr. Law Director, you found some documentation that's been submitted to this Council. Did you get a copy of it, a job description and give some overview of how it functions at this point in time? **Climer:** The Mayor's Court? **Hardin:** Yes. **Climer:** I did not review it. **Hardin:** I'll make sure you get what I was given. Also, Ross...my understanding was, Ross is going to be submitting his docket to you. Is that correct, or no? **Climer:** Yes, that's going to be coming with the budget request, which Brian has. It will be in your hands very shortly. **Hardin:** He has it? **Climer:** Yeah. **Hardin:** Will that become a practice, that we'll get that through you, his docket, or...I think that should be ongoing. **Climer:** I'm happy to provide it. **Hardin:** Well, that's my suggestion, and we can meet as a body as it relates to finance, but it gives some credence as to what he's doing and how much he's done. **Climer:** You're going to see in that a detailed letter from Ross describing the job in general and then also a copy of his docket at the Bedford Court. And in terms of my activities, I think Brian has assembled and distributed my billings, and so it's all right there. **Hardin:** One other thing before I forget: one of the things that I found interesting as a part of that operation, when those citations get to a certain point, they're uncollectable to a certain extent. So, I have the list, there's over \$100,000 in uncollectable money in that drawer. I'd like for you to look into a procedure, maybe in conjunction with The State of Ohio, that will allow us to go after and collect those dollars. **Climer:** I will also look at potential referrals to collection agencies, but I'm not sure that's viable. I mean, because if you've got a \$100 fine, you're not going to find too many attorneys willing to pursue that on a contentious basis, but we'll look at it. **Gottschalk:** Usually, you get your money when they get stopped again and you see that there's a citation against another city, that's when they have a problem; that's when you have a chance of getting

your money back. **Climer:** Yeah, there may be some potential for reporting it when it shows up when they try to renew their license, but I have to look at that. **Nikolic:** Any other comments or questions for our Law Director? Hearing none, we'll hear from our Service Director.

### ***Service Department***

Tom Haba, Service Director | **Haba:** Thank you Madam President, it's two things, I don't know if I need to put it on the agenda or not. I just got specifications a couple of days ago, trying to get it on, not sure if I'd need to or not, but for the roof here, it needs total replacements, and I'd like Council's approval of the offer bid. The price should be, I would say, between \$45,000 and \$60,000, probably in the lower-mid fifties I'm guessing. I don't know, Mr. Climer, if I... **Climer:** I just got it a day or two ago. **Haba:** Yeah, that's what I understand, but I just got specifications at that time. And that's why [inaudible] **Climer:** I'll take a look at it. **Hardin:** My question to either the Law Director or the mayor or the Finance Director, that expenditure would come out of what fund, Mr. Finance? **Thompson:** Capital under 401. **Hardin:** And we have how much in there now? **Thompson:** It's not a running balance. We have to make the expenditure and accommodate with a transfer for the expense from the general fund. **Hardin:** Is that the normal process? So, we'll wait until the roof or something needs doing and then we run it and see if we have it, that's basically what I think you just said, right? **Thompson:** No, I didn't say that. I mean, of course you could have planned, I don't know, the condition of the roof started leaking this year. But it's always charging a capital account for an expenditure of that level. **Hardin:** Let's take it a little further. We have known that... This is not directed at you. It's to the administration, Council, whoever has been sitting here with umbrellas. I can recall one Saturday, one of the highest... **Matlock:** Max Miller. **Hardin:** ...Our state representative, couldn't get much higher than that, was sitting right where you are chief and it was a little embarrassing because Councilwoman Matlock went and handed him an umbrella, he was getting so wet. So, we have known for a while that this needed to be done. That being said, Mr. Mayor, as the chief administrator, do we have a set plan for capital improvements here? **Gottschalk:** For this project, we'll have the money for it, yes. **Hardin:** Oh, I'm sure we will. We're going to run down the street and deposit bottles and then run the... No. My question is, do we have plans that, as things started to happen before they happened, do we have a capital improvement plan for this municipality? **Gottschalk:** Yes, as we were working on the police station as well. **Hardin:** Beg your pardon? **Gottschalk:** As we were on the working on police station. **Hardin:** Bingo! **Gottschalk:** This has been going on for some time. This has not been only a month. This has gone on for over half a year. **Hardin:** When will Council be officially involved or know what's going on? **Gottschalk:** There has been involvement, okay? **Nikolic:** Mayor, so what I hear Councilperson Hardin asking, and I think per our charter that each year you're supposed to present a capital improvement plan or master plan. And I think last year you did it, and it largely had the roads projects. And I think it's supposed to happen, we're supposed to receive this plan by sometime in mid-March. So, that should be coming up soon that we have this plan, so I think what Ms. Hardin is saying is we'd like to see an exact plan for the police station for these repairs and for anything else that has come up as being necessary. So, could you have a capital improvement plan spanning for at least the next three to five years? **Gottschalk:** No. **Nikolic:** You cannot... As per charter, it's required if I'm not mistaken. **Gottschalk:** We do many things that are a little different than many other communities. Having a five-year plan is absurd, okay? And it's absurd because things change. **Hill:** So, there is a difference between a five-year plan and a three-year capital improvement

plan. The three-year capital improvement plan is required by the charter, our charter, not any other municipality. So, we are required to get that every year for three years for capital improvement; Five-year planning is something different. We don't have that either, but the three years you are required to give us yearly and we did not get that last year; It wasn't for three years.

**Nikolic:** I recall seeing it was a one-pager with some streets projects that I think was your submission as the three-year capital improvement plan when we were looking for it and it largely just had streets projects on it. So, this year, what I'm hearing from Council is that we would love to see a capital improvement that's more inclusive of all the projects: capital projects that need to be done in the village including the municipal complex, the police station, etc. **Gottschalk:** The municipal complex is a couple years away.

**Nikolic:** Well, whatever it is, we just would like to see that play as per charter. **Gottschalk:** I think it's essential to have the police having their own station. And it's been worked on, you've been at a couple meetings, I think Mrs. Davis has been at one. And... I'll have it probably, give me, I just have too much on my plate. You'll have it within a couple months.

**Nikolic:** No, the charter is due mid-March. **Gottschalk:** Eloise, I have too much on my plate.

**Nikolic:** Mayor, let's make sure we retain decorum in how we speak to one another, please. **Hardin:** Excuse me. If the mayor calls my name one more time, if he calls me out one more time, I'm going to ask you to ask him to leave. I am not going to sit here and deal with Gary Gottschalk. I have no patience with this nonsense. Do not call me out. Whatever you do, fight the feeling, do not call me out, okay? I don't know what your problem is, but you better work on it.

**Nikolic:** Now... **Hardin:** Excuse me Madam Chair, let me finish, you are very diplomatic in how you smooshed that over. Thank you, and I'm not upset with you, but understand what was said. Whatever you saw, I don't know about anybody else, I haven't seen it, okay? About some streets or whatever that was. But I appreciate you going on record with requesting on record whatever this administration has planned for this community.

**Nikolic:** Finance Director Thompson, do you recall preparing a three-year capital improvement plan from the administration last year? **Thompson:** No, Madam Chair. **Hill:** It was a street plan. It's not a three-year plan.

**Hardin:** Street improvement is what you saw. **Nikolic:** Street improvement?

Okay, that's why I [inaudible]. **Warren:** Just for the record everybody, know that you can't pick and choose what compliances you're going to do as far as the charter is concerned; you have to abide by the charter. Your plan can be amended, which it will be in most cases because things change financially, whatever, but the purpose of the capital improvement plan is a continuation of the goals of the village in order to see...Achieving Council knowing where the village is headed. And as everybody is saying, it's a requirement of the charter and you can't say, well, I don't have time to do it, because that's a real big issue. Because the charter doesn't present itself to be something that would make it impossible for you to have time to do it, and there's no reason that we couldn't have a capital improvement plan and when it's received, it's reviewed, and as I said it could be amended. So, it's important for you to consider doing that.

**Hill:** I'm not quite sure of this police station you keep bringing up, and I'm also not quite sure how you're selecting which Council members that are involved. I do believe that's highly inappropriate because you're going to need four Council members to pass anything. But if you look across the state, no one is building a separate police station and a separate village hall; they're building municipal complexes where everything is together. Our village is also very small, we don't have money sitting aside for this, nor have we been saving any money for this. I'm not sure what the conversation is, but that does not even sound like a good plan. I mean, we have literally \$600,000 in the bank. We just talked about increases, HSA, roof repair, streets that need to be done. It's \$600,000, it's not \$6,000,000. So, I would like to hear more about the police station

immediately, but I'm not sure how there's been talks going on for six months. **Thompson:** I don't know, I haven't been a part of it. **Gottschalk:** The only people who are involved...What was your title, Madam Chair? **Nikolic:** The chief said they formed a committee, they said they added the safety chair. Mary is the Safety Chair of the Safety Committee, and he asked for myself as Council president. **Hill:** And then the Council president has a responsibility to inform the rest of the Council. **Nikolic:** The chief was picking his committee, so I left it to the chief to decide what he wanted to do. **Hill:** The police chief, as a director, under the direction of the mayor going out to seek to build a building for the police department, that means every director we have could do the same; and we could have a new service building, we could have a new Fire Department, we could have new Building Department building, we could have a new community center for the Recreation Department, we could have new buildings for every director here. I don't even understand how this is remotely okay, but that's my piece. **Gottschalk:** [inaudible] You have no understanding of the... **Hill:** No, you have no understanding of our charter. **Gottschalk:** [inaudible] ...Police department in quarters that is appropriate for them to be able to keep them and keep them around. **Hill:** What do you think this is? Do you think this is appropriate? Look at this. **Gottschalk:** And we're taking care of it, okay? The first step was to take care of our roads. The major roads are all going to be taken care of. So, the next step now is, as I say, we're talking about the roof, with the police station, et cetera, and you'll be having that information soon. **Hill:** Okay, thank you. **Nikolic:** Councilperson Hill, have you finished your comment? **Matlock:** Can I say something? You said it would be \$60,000-\$80,000 in order to repair this roof? **Haba:** No, I'm guessing \$45,000-\$60,000. **Matlock:** Let me ask you a question: electrical with this building, do you have to look at that? Because you have so much water coming in here. **Haba:** It's okay, the electrical is okay. But it could all be updated, all the electrical. **Matlock:** Exactly, because with that water coming through those electrical lines up there, I was kind of nervous about them actually cutting the lights or whatever. You just don't know...fire chief, am I kind of correct? **Tapp:** [inaudible] ...To LEDs there, as soon as we get [inaudible] **Matlock:** Yeah, you got water coming through the light fixtures, it seems like it should have been a main switch or something, they should have been shut off. When you have water coming through like that, those electrical breakers should be shut off, wherever it's coming in from. That could be... **Warren:** Just to let you know, the breakers are supposed to shut off on themselves. **Matlock:** They would shut off on themselves, but they should stay continuously off since...you have water coming through your lights. **Warren:** Just to let you know, no matter what you want to think, the bottom line is that once that breaker trips, it's designed to trip for whatever possibility of a problem. You don't have to take it out. If you turn it back on, it'll trip back off. It is a surge protector, and that's what it's designed for. So, to say you're going to turn the breaker off means that you may have one breaker with five sets of lights; you turn that off, you don't have any lights. Some of those lights, who knows how this building is designed, some of those might be tied in there, Eloise...rental property...Some of these lights might be tied into outlets...on the same breaker. Switch the breaker, now you're missing outlets and light. But I thought that the whole purpose of what we're talking about now is how to consider avoiding that possibility. And I think what has been said is that we're talking about putting a roof on it. So, all of the electrical and all the other stuff, we may find out that we have to make some changes and some upgrades. But right now, we're talking about putting the roof on which abates that situation with the electric. **Haba:** The electrical will be okay when the new roof is on. I said these new LED lights are ready, they get damp and they go off. **Hardin:** For the record, going down memory lane... **Warren:** We can only go so far now, you and the mayor might be a little more mature. **Hardin:** And we used to ride,

take the horse and buggy up to the meetings. Elaine Gaither and I were at, and I don't know if the mayor or maybe even you might remember this, we had formed a committee of two, and we were looking into...other municipalities, how they were designed. And I don't know how many people have ever gone to a fair in Euclid, Ohio, and gone to their community center, how that whole layout the fire, police, they're all on the on the same... **Warren:** Like a complex. **Hardin:** ...the same complex, And it's lovely. So, I want to go on record by saying I commend the Police Chief and anyone that will take the initiative because this community is looking for direction, and we're at a...I call this a reform time. This is a great time to put things in order starting with practices and procedures, and then I'm going to go all the way left with...As a result of this [inaudible] that goes...Everybody, I hope, has the right idea of what's best for the for the community and for the village, and I'm hoping, I've been praying that we will understand we're not going to make it as a community unless we start dealing with...The first year I got here, Johnny, what was my mantra? Mutual respect: I came in saying it, I'm going to go out saying it. When you don't have mutual respect, this is what you get. The right hand doesn't know what the left is doing, and the snide remarks, including my part. You just don't know where you stand. So, I hope, with this being my last year on this Council, I hope that you're learning some valuable lessons along with what it takes to run this village with not just dignity, but ethically, because after a while you start drifting and it gets real ugly. And I won't call anyone by name because it's just not the way we're going to operate here. But unless and until we un-label people here and start working together, and this is the time to please listen to each other, make certain that when you have a comment or a thought, think it through, look at the facts and understand what is truly at stake here in Oakwood Village. What is truly at stake, and I am willing to bet you, Mr. Law Director, if the community knew what it has taken this last year, they would be utterly amazed and shocked that we're still afloat. So please continue to work together. I promise that whether I'm here or not, and this is not my farewell speech, but...My heart is full, that's why I can't take too much more. Unless and until we understand, whether you're making \$112,000 a year or taking home your little \$600, if you don't want to be here, if you're not going to do this right, then let it go for the sake of the people, and I'm done with it. **Nikolic:** Thank you, Councilperson Hardin. So just to summarize...One moment, Service Director Haba. So, Mayor, I just want to say that Council would expect the capital improvement plan. Law Director Climer, would you please look at the charter and review with him the deadlines... **Climer:** I will do so. **Nikolic:** ...to ensure that we get that in the timely manner. And I believe Service Director Haba, you have finished your report? **Haba:** It's on the roof, it is an embarrassment, I'm embarrassed by it. We knew it was leaking last year. We tried to fix it because we didn't know how long we were going to be in this building. We thought we had the problem solved and did it for a month or two months. It started leaking again, so we had the roof come back out and we took a big chunk out. We know the insulation is wet, that's why it all seems...It's not so much when it's raining, when it does leak is a little bit in the snow, but when you get the thaw from the snow after it's leaking, that insulation is old, it's saturated. So, for same reason...that money doesn't cover the entire building. This roof just goes back to the dispatch area and police department, that's what it covers. We're not doing that front part, it's not leaking. I don't know when we're getting a new building, I'd hate to spend another whatever it would be, \$35,000 over there right now. Next, building departments. We've been taking stuff out of there for them and moving stuff for them. They used our phones, which is expected. I asked them, they originally said they had a copy machine, but I guess they don't. So, right now they're using our copy machine, that's your guys' decision. I asked Mr. Cheatham about that...I told you we're going to use a copy machine that we

take out on a lease, but he said all the cities they're in, let them use their copy machine. So, just so you're aware of that, that's up to you guys. **Matlock:** How much copying is he doing? **Haba:** I don't know, they seem...I'm hoping that works out, I think it might work out, you know, hopefully the fees and stuff going...They're running it well it seems, but...You might ask him, it didn't come from me, but it almost seems like they're using that nice building there as a hub for their, you know, because they go, expect you might do a special here, and then he goes to wherever, University Heights or wherever. **Matlock:** Only if he's using that for us. Yeah, he can't use this.... **Haba:** Yeah, and I'm not sure of that. I think though it may work out, hopefully if the expenses aren't so much, it could very well work out. Another thing is Perez, she left and she was working on the fees for the community center. I was going to go over what she had, finish him up, maybe go over with Brian and Heather, and then present to Council because you eventually have to pass them anyway. I'll talk to the mayor about it before I give it to you guys before we finish it; show it to the mayor and then if he agrees, give it to Council if that's okay. **Matlock:** What kind of fees? **Haba:** The fees for the director of the community center. **Climer:** And Tom, when she left, she and I were working on amendments to the rental agreement. So let me get to you...**Haba:** Yeah, I think Heather might have that copy if you haven't read it. I was going to call the department [inaudible] might be the one bother for that. So, if you have that... **Scruggs:** I have it. **Haba:** Good, that's great. This week, we've already called around other cities and looked on other websites, neighboring cities to see what theirs is and we have it way low. **Climer:** You're going to send it? **Scruggs:** I can send it to both. I do have...Mrs. Perez and I met as well about the fee adjustments as well, so we can converse and then put it all in that document. And there were a couple changes that she and I looked at when we sat down together and met the week before. **Climer:** Yeah, I was going to say, I wouldn't mind. **Scruggs:** So, I can go I can sit down with you and just see if it's the same. **Climer:** Okay, we'll all be on the same page then, because I don't think I saw the part you submitted. **Haba:** And I did okay for Denise Tufts, she lives on Cambridge. She didn't go down last weekend, one day, so it was left a mess. I gave her the okay to keep doing that. What she was doing, Ms. Perez, she would go down there the morning after the parties. [inaudible] You know, I get a picture on Sunday morning, can you come clean this up? Okay, well, she didn't pay, but she only gets paid half an hour when she goes check, so that's nothing. So, I don't expect her to clean anything up. So I okayed for her to keep doing that, to go to the day after, check on it, if anything's wrong, take a picture, send it to Heather there, send to me, and we'll decide right now, you know, what deposit gets back and doesn't get back, and until Heather gets on the same page, just so you know I okayed for this stuff, so keep doing that, and that is it. I won't be here, so at the next meeting I won't be here. I'll be at next week's. **Gottschalk:** Madam Chair, Tom had one of...I know he had some salting going on tonight, didn't you? **Haba:** Yeah, we had a guy on the shifts. In fact, today's the last day of the shifts, you know, the 50¢, I think they're trying to get a dollar, but it's 50¢ and today's the last day. I told the guys the weather is supposed to be nice next week and there'll still be times where we have to come in for overtime, but it's less and less. So, I took the guys off the shifts after today. We had a guy until 7 O'clock, it's supposed to snow until about 11 O'clock, but it's not going be a lot, but the roads will probably freeze up after the snow ends and it went down like 25° at night. So, he was pre-salting Forbes Road, a couple of bad hills; [inaudible], Buckthorn, Richmond Road. **Gottschalk:** He did Tryon over there. **Haba:** Yeah, he did Tryon, parts of it. That's all I got. **Nikolic:** I know we mentioned microphones. **Haba:** Yeah, we have the [inaudible] I know I still have it; I can give it to you. I know Tanya asked for it probably three or four months ago. I do have it sitting right there, I guess I probably forgot to give it to you, so I'll

give it to you on Monday. **Nikolic:** Would that be something that will go out for [inaudible]? **Haba:** I don't think so. **Nikolic:** Because it's not that expensive? **Haba:** No...for that, we can install them. We would find the best price, we had found the best price at the time, three or four months ago; when Ms. Joseph asked for it, we got the prices we thought would be best, and we can present that to Ms. Joseph, and she can present to you, and we can sell it ourselves. **Nikolic:** Okay, and my other question is about Ms. Tufts coming in there the morning after. Is there not a cleaning protocol? So, if there's an event, there's just automatically someone that comes in and just cleans up? **Haba:** No, the people that run it have a list of what they have to clean up, and they clean it up. **Nikolic:** Okay, and then Ms. Tufts is the one that goes behind them to see if they did it? **Haba:** Yeah, you're supposed to see if they did it. If they don't do it, if there's an infraction, if there's beer cans in the garbage cans in the bathroom or a bunch of crumbs on tables and floors, she takes a picture of it and sends it. **Nikolic:** And then service goes in and cleans it? **Haba:** A couple of times we have a cleaning person come in and we have to pay an extra \$100, \$125 for cleanup. But we've always had people have the hall, keep the price down, they clean it up, if there's no infractions, they get their whole deposit back. **Nikolic:** Okay, but when service has to come in, they are charged something? **Haba:** They are charged something. **Nikolic:** Okay, what are they charged? **Haba:** Just on how bad it is. **Nikolic:** Okay, any other questions for our service...? **Matlock:** What do you think about a security guard down there? **Haba:** We've had that before. I mean, I've always thought...good, but it's going to jack the fees way up. A security guard, you know what a lot of states have...You have to have one, you have to pay them. We used to charge them \$15 an hour back when we had them. But if somebody has it for seven hours, that would probably be \$25 an hour I'm guessing. **Matlock:** But then we used to have like auxiliary police that would handle that? **Haba:** That was \$50. **Matlock:** Yeah, why wouldn't we just have that? **Thompson:** I don't think we have auxiliary police. **Matlock:** I know we don't have that. We only have one. **Haba:** Our auxiliary did it, and sometimes full-time police officers, but even when the auxiliary did it... **Matlock:** The full-time officers, sometimes they get called away or... **Haba:** Well, they're not on duty when they do it. **Matlock:** I was thinking more like auxiliary police or whatever. **Haba:** Well, they did, the auxiliary guys did it, but it was on their own time when they did it. They weren't working for Oakwood at the time, they were auxiliary. They were working for Oakwood, but it was kind of like off duty, and whoever rented the hall had to pick up that \$15 an hour. **Matlock:** Because I know when we were down there for the Super Bowl...Because I walked in and got a contact high. **Haba:** Yeah, I mean, most of us have to be down there. Bedford, I know has someone from their Recreation or Service Department down there, Bedford where they have it. And a lot of cities will have someone like that, just a regular worker or anyone to do it. But most of [inaudible], they have only 75 people, then they have a police officer down there that people have to pay for. **Matlock:** Yeah, I think that's something that we should think about, because you got Denise Tufts going in there, afterwards, or I don't know how when... **Haba:** She goes the next morning, there's no one else when she goes. **Matlock:** But I think we should have somebody on that down there, because we need to have somebody down there. **Haba:** I've always thought there'd be so many, but that's...where I think your fee is up. I think you guys have seen fees for the other cities, and we're not even... **Warren:** I think that years ago when we used to do that too, and Eloise might remember, I think that a lot of times it was dependent on the event. Like a baby shower, they wouldn't have it, but a party or something like that, they would, you know. But nowadays, who knows, some baby showers do it. **Haba:** I think that's why it's always booked up, because it's so cheap that someone who lives in Macedonia doesn't want to pay there, so they might know a second cousin that lives in Oakwood.

So, they use that Oakwood person's name, the Oakwood person signs it out, but it's really for the Macedonian people because our prices are so cheap right now. **Nikolic:** So, I don't know if I heard you say this, but for example, when I've rented out venues for other events, they add on that fee. Is that what you were saying? So, if we for example say, when you rent the hall for whatever amount of hours you use it, we require you have a police officer in place and they cover the cost of the officer and it's just what we require. I mean, that's one way to do it then it would, you know, allow that person to open and close the center and, you know, take care of any other... **Matlock:** You need to have that. **Haba:** The police used to do the walk around with people, but they're rather busy now. They'd rather not be responsible like they used to... When it was over there, they would come in and do the walk around with people, okay, you did this, you did this, sign off on it, and then lock up. You know, it does take 20 minutes sometimes. **Nikolic:** Anything else for our Service Director? Thank you, Mr. Haba, may we hear from our fire chief?

### ***Fire Department***

Dave Tapp, Fire Chief **Tapp:** Thank you Madam President. Fire is working diligently right now; March 25th, 26th, we have ISO coming out. Every five to ten years, ISO comes out and does an insurance rating on the Fire Department. They go through all our vehicles, go through our station, go through our train, budget, water supply, dispatch. So, it's a two-day event which will affect insurance rates for those, obviously. The average in this area is a five; last year, we were around a four. [inaudible] So, that's coming up at the end of the morning, and we'll work on that and other than that I'll get to questions. **Hardin:** Whenever I get a chance, I thank you for your professionalism, thank you for your patience, just hang with us a little bit longer. **Tapp:** Yes ma'am, don't worry. **Hardin:** What do you have over there to get fixed? **Tapp:** Fire station wise, our front apron we're going to definitely fix eventually. Concrete out the front is cracked pretty badly. We don't want to see a fire truck fall in there. I believe Tom said these guys can actually do it. **Haba:** We can do it for a lot less, you know... **Tapp:** So, other than that, we had our roof repaired last year, year before. Nothing major, a couple garage doors possibly, but we have the money and our budget to fix those, our repairs and maintenance. But I don't see any major repairs going on. **Matlock:** hey Tommy, this is for you. Do we have any plans to have this parking lot paved? **Haba:** There are no plans for it right now. **Matlock:** Because it's kind of bad out there now. **Haba:** Especially some areas. **Hardin:** That fire station is old. **Haba:** In front of it, in the back, the [inaudible] will just take care of last year, two years ago, but the price is terrible. We can do it; I gave a price a couple years ago when a contractor wanted. We could do it for about 40% of that cost, that's due to the labor ourselves. Just one more thing on the roof here, just give me an okay, or a no, or whatever you want on the... As soon as possible, the roof's like, with the weather changing, they can get to it now. In the winter, I didn't really want them to do it, they don't want to do it, I didn't want them doing it in the winter. But with the weather changing, we can get it done pretty soon. **Nikolic:** Did you say there was a request for bid that needed to be done, and if so, who started that process? **Haba:** Yeah, I don't believe that we would have to go out for bids, but I want to for that price. You're getting close to that... it's a pretty high price, but I just, you know, okay from Council to go get the bids. **Nikolic:** So, what's that process? **Haba:** I would still come. I would advertise it out and get bids and I could do that within, you know, once I get it okayed, within a couple of weeks. And then... **Nikolic:** Do we need to do legislation or just... **Haba:** I don't think you have to at that price. **Nikolic:** Law Director, what's the process? **Climer:** I don't believe so. I've got to reconfirm that, but I'll have you an answer Monday. **Haba:**

Yeah, I think just if you give me a verbal okay...I'll get it. But before I do it, I would present the price to you. **Scruggs:** I have a question concerning just potholes because of the wear and tear of winter. Is there a schedule that you are already following where you just kind of go and just fill in as it relates to Ward 1? We did have some streets that the holes are there now. **Haba:** Yeah, you let me know, we just kind of went through there. Now Richmond, now we just changed the season, they're going to start making hot patch soon, so I told the guys...In fact, the last two days, we had a little bit of a break in weather, we've gone over [inaudible] as far as we know, we're out there today doing it again. I told them don't hit every little one because they pop out of [inaudible] with this cold patch. When we get the hot patch, they'll hold for a year or two, possibly. So, I told them hopefully we get some hot patches in a couple of weeks and do everything good. But if you have certain holes, just call. We get calls once a week, as soon as we're notified, we'll go take care of it as soon we can. **Nikolic:** Anything else for our Service Director? **Hill:** Down at the building department, I think that's where they talked to Corey. I think I sent you an email, is that something you all can do? **Haba:** Yeah, we can do that, we had a chain over there and then they didn't want it. **Hill:** They didn't like the chain, but they do want a swinging door that you latch or something. **Haba:** Yeah, well, [inaudible] that'll be a problem. **Hill:** Okay, thank you. **Nikolic:** Moving on to agenda item number 7, ward reports, Councilwoman Scruggs. **Scruggs:** Ward 1...We missed recreation. Is that after this? **Nikolic:** Well, that was a departmental report, and since we don't have a Recreation Director, did you want to report in her stead? **Scruggs:** Would you like it now or would you like to with the fine Arts? **Nikolic:** Well, if you make it with the departmental report... **Scruggs:** Okay, so this is Councilperson Scruggs and I am working in partnership to assist with the Recreation Commission in lieu of our employment vacancy. So, I'm working on a recreation budget that I do have a copy of to submit to Council. It is not entirely complete, but it does have a list of events that the Recreation Commission, along with partnership with Ms. Perez before she left, where it works on things that they wanted to do for 2025. What we did was, we listed out potential pricing for this year so that Council can take a look at it, and I did just today...Mr. Thompson has not had a chance to really look through it and see what is missing. I'll submit it to Mr. Thompson, and I asked permission of the mayor if I could just kind of support in that area. So, what you have in front of you would be something just to look at to consider for recreation activities and events. So, there's still some pieces missing but we did know that today we need to submit something, otherwise we would just go based off of the 2023 budget. So, this is for Council's consideration to review when you get an opportunity for upcoming events for 2025 in recreation. One of the things also in recreation that has been going on with the support of Councilperson Matlock is making sure that our senior lunches continued the last two weeks and so Councilperson Matlock has been running the sit-in, making sure that the lunches have been ordered, making sure that our seniors are taken care of. And we knew that Council wanted to make sure how many lunches were being served throughout each event. So, we have a sign-in sheet that we have created for the senior lunch, and it has ended up being about 53 people in person that showed up for March 5th. There were an additional seven people who got a to-go, so these might have been people who were at home. So, the number is currently 60 people that we served for March 5th, and we're going to continue to get that sign in list and with their addresses. They're filling in their addresses so we can make sure of who is there; it looks like from this list, it's all residents. And that will help us to know how much money we're spending on the senior lunch, and we need to spend on the senior lunches for the remainder of the year. So, that's 60 people that attended this past week. I want to publicly say thank you to Ms. Matlock for jumping

in and taking that on. We've used a vendor for the last two weeks that is here in Oakwood, right down the street, and they delivered the food for free, so we did not have a delivery cost. And they are very excited that we are working with them, so the goal is just to try to minimize the costs but still allow for the seniors to have their senior lunch and also activities. So, that has not stopped. So, that's been going on for the last two weeks and we want to make sure that we keep up with that information for Council. So, we'll get this to you as soon as it's typed up nicely. It's kind of in written form right now for the senior lunches. And there's other things, but I just wanted to make sure that you at least got this to deliberate, discuss at a later time. But...

**Gottschalk:** And just give that to Heather and she'll type it out. **Hardin:** So, the meals were \$20,000? **Scruggs:** So, the line item that says senior lunch, if we were to look at senior lunch for the next however many months up until December, from April until December, that's 33 days. If we were to use \$600 as our rate is what we were going to spend, that's \$10 per person for 60 people, it would add up to be \$19,800 just for the food we did \$600 for 60 people. **Hardin:** How much are those luncheons from... What's the name of the company down the street? How much were those? **Matlock:** They were \$8 a person, that's what they charge us. We kind of add it in just a little bit, just in case, because the cost of food has gone up, or is going up. And we just want to make sure that we... And on top of that, we didn't, even though it was \$480 for this week, we did get Giant Eagle to donate to us a \$50 gift card and they said they'll donate it once a month. So, we did calculate in desserts for them to be added into this cost. And then once a month, we could probably go to Giant Eagle's \$450 gift certificate. And that bought them cakes and stuff and they sliced it up. **Hardin:** If we just want to... Because we have a specific number now, you don't have to guess. So, again, the question is, for the people down the street, how much was it per just one event? **Matlock:** \$8 per person times 60. **Scruggs:** but that did not include your drinks. **Matlock:** And that did not include the dessert, just the food. **Hardin:** Okay, so no drinks, And... **Matlock:** No dessert. **Scruggs:** There's no paperware, no plates, and no napkins. **Hardin:** So how much did you spend? **Matlock:** Well, really, we just have to kind of look at that just a little bit on how much they're using as far as paper products down there. That's something that we really have to... Because if you're buying in bulk, they shouldn't be utilizing a lot of that, because when we're buying them, we just went out, we bought some, it was like 280 plates inside of an actual bulk that we purchased. And we know that there are only 60 people that are eating, so we have to watch the supplies. I did see a lot of waste on that, you know what I'm saying? But it's something that we just have to talk to Denise about and have her kind of roll it, and I'll kind of keep an eye on it when I'm down there just to see exactly... Because those are things that can get away from you. **Scruggs:** So, Council can decide if we would like to stay at that amount. That is just what we have spent so far. So, if you see at the top, it says past events, what we believe has already been spent, and then upcoming is projected and Council can approve, adjust, deny anything that's underneath that first line. So, for recreation, that would what has taken place since our last Council meeting. **Hill:** So, for technology where it says computer cart platform for charging laptops, we had put money in last year's budget to buy... Did we not buy it, did it walk away? **Scruggs:** So, it was not purchased at all. I asked Ms. Perez about the laptops and their charging cart, and it was never purchased. Even though it was approved, she didn't know anything about it, so I know it wasn't purchased. But she did recently purchase three within the last month. She went to Best Buy, I don't believe it was the same one that the mayor asked us to get when he had the discount last year, but she got three so that they could do that computer class. But there's no cart with it, it's just three... I don't know what they are. Are they Surface, I'm not sure. I haven't seen... **Thompson:** I'm not sure of the brand, but she

did get three. **Hardin:** How much and where are they? **Thompson:** We have them in the Finance Department. **Matlock:** Okay, let me ask you a question Brian... **Hill:** So, in the summer, when the kids had summer camp, they didn't get the laptops to work on at all? **Gottschalk:** We got them from the school last year. **Matlock:** she said she went to Best Buy and bought three computers, correct? Isn't there a vendor that you guys can go through in order to get those computers cheaper? I mean, instead of going to Best Buy, shouldn't there be a... **Thompson:** Everything can be state bid, but a lot of times finding them on Amazon or Sam's Club is competitively the same quality as you can get at a good price. **Matlock:** It's no such thing as the same quality. I mean, HP or whatever, but I'm just saying you have an IT guy. Does your IT guy have access to computers they can get at a lower rate? **Thompson:** Yeah, definitely. He can shop it on... **Matlock:** Right, because the name of the game is saving money. And Best Buy, I know because I just went to Best Buy to buy a computer, crazy. I mean the price, it's crazy, but I'm just saying there should be a vendor that we use to purchase those computers. **Thompson:** Moving forward, we'll pose that to IT to take a look at it. But we've bought a lot, and we go through Mr. Souza to shop it out. But moving forward, definitely moving in that direction. **Gottschalk:** He would definitely be involved. **Matlock:** Yeah, because there should be a vendor. And then question; when you go down to the computer room, they do have some computers in there. What computers are those? **Thompson:** We had a gentleman there, he passed away. I'm not sure what the brand is, but I'm sure they're outdated at this point, because it was a long time ago. Straight answer, I am not sure what computers they are. **Matlock:** But what I'm trying to get at is we have...computers that seniors would use, desktop. And my question is, can we get IT to set up those computers? There's nothing really wrong with those computers, we just need IT to set those computers up. **Thompson:** Okay, I'll have them assess them. **Matlock:** Have them set them up, because really to run those computers, I mean, computer class basic... **Scruggs:** He needs to assess them to make sure that any updated programs and software can actually work on them. **Thompson:** I'll have them check and do a report for us. **Haba:** Yeah, we took a few computers out of the Building Department that they weren't going to use and talked to Mr. Souza yesterday morning, and he's going to wipe them clean, and they can probably use them down there if they want. They usually tell you which ones he's taking down. **Thompson:** Recycle a few. **Haba:** Yeah, he said he got some older ones in the back there, but they're really old, but using them is better. **Hill:** How many did you give to him? **Haba:** I want to say there's four or five in total. **Hill:** How many did you request to go in the Council room in the community center? **Hardin:** Two. **Haba:** I know that they're probably there. **Hill:** Okay, so do we need to...who's going to [inaudible]? **Haba:** Check with Brian, maybe once the tech guy wipes them clean, then Brian can do whatever he feels best. **Matlock:** And then we can set them up. **Haba:** And I could be wrong, I didn't see them, but for the seniors, I thought they got some notebooks in there just recently. **Matlock:** See, we didn't see them. We don't know where they're at, and if so, we need to locate where those notebooks are at. **Haba:** I'll check on that. Yeah, because I've never seen them. **Matlock:** But then those desktops, if they could wipe them clean and see if they can update those, load new software on them I would love to have that room set up; and I can even come help, as a computer setup room for the seniors. **Gottschalk:** Well, that's the plan, very soon. **Matlock:** That we could set it... Yeah, have it set up for them to just... **Gottschalk:** In a month. **Matlock:** Yeah, they could just go in because they could see the little...not good for seniors. **Hardin:** I hear there's three over here, there's five wiped over here. Every piece of equipment that belongs to the village should be inventoried. There should be a... **Haba:** Yes, we just took them out this week from the Building Department. **Hardin:** One more time? **Haba:** We just took

him out this from the Building Departments. **Hardin:** Mr. Finance Director, would you make that, practice and procedures, any device that belongs to the village should have an inventory number. **Thompson:** Yeah, I'll fix that [inaudible]. **Hardin:** However often you want to, because I think I told you... **Haba:** I didn't tell him I'd have it. **Thompson:** Yeah, some green tags that he assembled on the machine. **Hardin:** So it should be, so just because they're there, we're still not tracking, so who knows where what is. So, the expectation is between you and Tommy, find out where these things are and inventory them so we can keep up with them. She just brought three from Best Buy, how much did they cost? **Thompson:** I don't have the cost with me, but I can get the information to you. **Hardin:** And I think I told you; I found in one of those cabinet drawers down there at the center: some kind of deposit slips with a number on it, an account number. I don't know what that was about. **Thompson:** Okay, are they still down there? **Hardin:** Yeah, I guess. **Thompson:** I'll go take a look and see what it is. **Hardin:** In that TV room, Tommy, in one of those drawers, there's deposit slips. **Nikolic:** Any other report? **Scruggs:** That would conclude the recreation report at this time. **Nikolic:** Okay. And I'd like to thank you, Councilperson Scruggs, for the work that you're doing, stepping up and taking on that work as well, so thank you. Moving on to Ward Reports, Councilwoman Scruggs.

#### *Ward Reports*

Taunya Scruggs, Ward 1| **Scruggs:** No Report.

Eloise Hardin, Ward 2| **Hardin:** No Report.

Paggie Matlock, Ward 3| **Matlock:** No Report.

Mary Davis, Ward 4| Absent

Candace Hill, Ward 5| **Hill:** Oh, she's gone, Ward 4. Mayor, can you touch base with the engineer? He owes us some reports for streets. **Gottschalk:** Say that a little louder, please? **Hill:** The engineer said he would get us some reports for the streets; he said he will get us the cost. **Gottschalk:** Yeah, he just got back in town, so he'll be working on it. **Hill:** So, the cost of Tryon, the cost that he estimated to finish Tryon, the cost that he estimated it to fix Arbutus, and he said he will estimate a cost for Suwannee so that we can start looking at that. And then he said he would give us the PCR. So, we need all of those because Suwannee, they want that street done. **Gottschalk:** Right, he's back in town. **Hill:** That's it for Ward 5. **Nikolic:** Thank you, Council. Moving on to... **Hardin:** For the record, I'm still saying Somerville, mayor. **Gottschalk:** I hear you; it will be reviewed, we'll see what the review is. **Nikolic:** Thank you, Councilperson Hardin. Moving on to agenda item number 8, committee reports.

#### *Committee Reports*

Fine Arts, **Scruggs:** No Report.

Human Resource, **Hardin:** No Report.

Environmental Committee, **Nikolic**: We have a couple updates, Earth Day is April 26th this year. Save the Date from 2-4, have more details on that. Also, the climate action plan drafting sessions will take place on March 20th. On April 1st, we'll send out an email to everyone who's shown up to all of the community engagement meetings as well as to Council and to the village-wide email to ensure that anyone that wants to participate can participate and come and ask any questions. So that's happening, that concludes my report. **Hardin**: In your one report, did you say it, or did I read that there was an assessment of the number of cancer cases or something? Did I dream that or was that said? **Nikolic**: No, you did not dream that. We discussed that at work session and that report will be attached to the CREtelligent legislation. It is scheduled to be completed by the Cuyahoga County Board of Health, and it will be attached to the CREtelligent legislation in addition to the environmental covenant for that same area, and it will be amended and those two documents will be an attached for Councils review; and that should be mid-March when those amendments should be added. **Hardin**: And that area is Wright? **Nikolic**: It's the area for...The Environmental Covenant or for the Cuyahoga County Review? **Hardin**: Where is it checking for the cancer? **Nikolic**: That is over on Wright, Free, and North Lane. It's these same areas that were referenced in the CREtelligent legislation, so same area. It's all related to the legislation that was proposed. So that's why it will be attached as an amendment to the Legislation once it's completed.

Economic Development/Grants Committee, **Johnnie Warren** | **Warren**: The only thing that we really have is...two items, 2024-128 and 2024-129, on the agenda at both tables. And we would like to have Council to at least review them and to make a decision as to which work direction we're going to go with 2024-128 and 2024-129. **Hardin**: Johnny, you made the remark that the 5050 was not quite how you wanted it. What was your expectation, and using the example that we received, what is it that you feel...? **Warren**: If you look at this tax thing here for the King Group, the mayor increased it from 25% to 50%. It made that, the second one, \$1,000,000 net profits tax. **Gottschalk**: And it's a job, right, that's the... **Warren**: you have it as net profit. **Gottschalk**: No, it's a job creation tax credit. It was 25% and Mr. Warren advised he'd like to see it go to 50% for the village share, so we did. So, this legislation is exactly the recommendation that I approved from Mr. Warren. **Hardin**: Johnnie, my question is still addressed to you, and the mayor is referring to this \$1,000,000 net profit at the 2.5% Times 50. Is that the 50 that... **Warren**: Yeah, it was 25% and I said it needs to be 50%. And I'm not saying that for me to approve the legislation, but I'm just saying that we need to have it 50% at least anyway for everybody. **Hardin**: Okay, why did you not feel the same about the payroll tax? **Warren**: Well, I just didn't feel...Because of the fact that the mayor had talked about whether the payroll is going to be stagnated or fixed, whereas the profits could change and increase, which is anticipated. **Hardin**: Why would the payroll, it's what it is currently...Why would it be stagnative? I don't understand your explanation. **Warren**: Well, what I'm saying is that the people that are working there are going to be the same number of people they may get 2% raises every year or something like that, but... that wouldn't be a significant overall impact on the revenue that Oakwood is getting. But again, I would like to further discuss it, especially when we get to the... We could do it now without taking it off the table. Before we take it off the table, I should say if that's okay. **Nikolic**: Well, it's the committee report. We can discuss it during legislation further if you want to get into a more detailed discussion during legislation. **Warren**: Okay, and that's it. Finance Committee, **Hill**: There was a newsletter that went out to the community and there is another finance committee meeting on March 31st at 5 p.m. **Nikolic**: Thank you. **Matlock**: I

want to talk to Brian for one second and ask him a couple of questions. **Nikolic:** I was going to move on to agenda item number 9, floor open for residents. However, we have no residents present. **Warren:** We have two. **Hardin:** Excuse me, you didn't ask the clerk, does she have...Did we ask her already? I might have missed it. We asked you for your report? **Joseph:** Yes. **Hardin:** May I ask her a question, ma'am? This Council is supposed to attend a seminar in Columbus. What date is that again in March? **Joseph:** From March 10th to the 12th; you guys leave on the 9th. **Nikolic:** No, the OML, the 19th. **Joseph:** Oh, on the 19th, that's in March. **Hardin:** And that's in Columbus, correct? **Joseph:** Correct. **Hardin:** Do you have any literature on that, anything special sent to us or not? **Joseph:** Nothing currently, I believe they might send it out to you when it's closer to the date. **Hardin:** Okay, I urge all of us to make sure we go there. We go to D.C., we definitely get to Columbus and know what we're going there for. Thank you. **Nikolic:** Thank you, Councilperson Hardin. So, moving on to agenda item number 10, legislation. Oh, I'm sorry Councilperson Matlock, continue. **Matlock:** Brian, there's a couple of things that I want to ask you about. Right now, there needs to be a pay ordinance for the new individuals that got hired into the city. We never got one for the girl that sits in the back by Tina, am I correct? Mayor, we've never got for Tom. We never got one for Heather, if Heather is going to stay with you, because I know Heather was temporary. We need that pay ordinance put into play, we need to know what they are doing. These are new procedures that we set up. I don't want to go backwards, we need to follow the procedures as they come into play, because this is going to be done all the time now, okay? And also, we have the individual you have in the Building Department, are you planning on keeping that person? **Gottschalk:** No, I told you, within three months there's a review of the department. We'll have already had a flyer to see who the person would be. **Matlock:** Okay, but right now, since she's in that department, we do need to pay for ordinance on her too to find out. **Gottschalk:** It's \$19 an hour. **Matlock:** We know, we just need to follow the procedure. That's all we're trying to do is follow these procedures. **Hardin:** Which "her" are you talking about? **Matlock:** This is the lady that's inside of the Building Departments that they're going to evaluate in three months. **Gottschalk:** Rather than Corey Craig, she's now replacing him. **Hardin:** Who's she? Is it somebody...? **Gottschalk:** Her name is Connie, I don't know what her last name... **Haba:** Scarborough, I think. Connie Scarborough. She lives on Garden Road. **Matlock:** Was that position ever put up or is it just somebody you know? **Gottschalk:** Well, we needed a replacement for Corey Craig. This will only be temporary though until we review the entire department and its operation, at which time we will have a permanent person to replace her. **Matlock:** So, we do still need to have something for that, okay? And then also, this is what I want to clear up. There was some money that was supposed to be given to Dee at the end of her separation from Oakwood. And I think there was confusion thinking that Dee got, perhaps it was like \$16,000 or whatever; that's not so. Law Director, there was Mr....What was his name? **Hardin:** O'Leary. **Matlock:** And we went over how much Dee was going to get. The mayor had recommended that she get \$5,000 for assisting us with Tanya, and we agreed with that in addition to whatever amount that she got for what raise is or whatever back. It came up to like \$5000, \$2000; it wasn't much over that. I'm not sure how much it was, but Dee was never given this bonus. Can you tell me why? **Thompson:** That \$5,000 language was never memorialized in the legislation. I could dialog with the Law Director to see what was actually memorialized. **Matlock:** Do you remember this? **Thompson:** Yeah, we can act on it. **Matlock:** Okay, she was never paid that, and it's been hanging out there. But with all due respect, we need to make her right on that. **Hill:** She got them like October, November...So the legislation was passed. I know that because we passed it, he vetoed it, and we had to come back and override the

deal. So, I know it passed, but we asked for a report out of all individuals that received raises and increases of what they received so that we could check and make sure people actually receive what we legislated, and we never got that. But that's been some time ago. That should be...

**Gottschalk:** We're talking again about...She had done work for Council in addition to me, and the idea, I think she was getting at the time was about forty-six to forty-seven, it was agreed to go to sixty-five; I thought that might have been a little high, and so I recommended \$5,000. But as you're saying, she was never paid anything. She did work for Council and has not been given a penny for doing that extra work other than when she was just working for me, and that's what she's talking about and that should be rectified. **Hill:** No, she's talking about both. She's talking about...If she was not paid as a clerk for doing the work...Assistant clerk is what it was. So, if she wasn't paid as the assistant clerk, she should have been paid for that. This is a legal matter, right? You can't have people work and then not pay them. We also legislated the increase, so they both should have paid out. You can't pick and choose which you comply with, when we pass legislation, you have to comply. **Gottschalk:** And I don't disagree, at least I wanted her to get paid something. As it's turned out, she hasn't been paid anything other than the minimum 3% raise and that was it. **Hardin:** Why is that? **Nikolic:** Finance Director? **Gottschalk:** Yeah, I've asked to get it taken care of. **Thompson:** I know that [inaudible] \$5,000 was never memorialized in the actual legislation to pay her. It was just, like, in minutes... **Gottschalk:** She should be recognized for the work she did. [inaudible] **Hill:** But we're not talking about the \$5,000...we legislated an increase. All you had to do was calculate her pay and the increase and give her the difference when she left. So, the \$5,000 for Council work is entirely separate, there should have been two separate payments; we're asking why you all made a choice not to pay for it.

**Thompson:** I gave her the raise, and I gave a retro for what was passed through legislation. She did get that. **Hill:** But it wasn't the full amount, he just said that. **Climer:** Well, didn't she resign before, I mean... **Hill:** No, we passed it before that happened. **Climer:** Yeah, I understand, but was it all retroactive? I know there was a pay raise given, but... **Hill:** Yeah, it was retroactive, it was all retroactive. **Warren:** It was supposed to be a pay raise given... **Hill:** It was retroactive like everybody else's was. **Climer:** Let me get with Brian, we'll sit through the legislation and get this figured out. **Matlock:** It was only supposed to be \$5,000-something, because we didn't retroactive the \$65,000. **Warren:** You said we did not? **Matlock:** I don't think we did. **Warren:** We did, it was passed through legislation that, from what I understand, I think I was the only one who voted against it, but I think it was passed in legislation that she gets the \$65,000 from what her regular \$45,000, or whatever her salary was, prorated from January up until the time that she left, and she gets the difference between this, with the salary being \$65,000 over the \$40,000-something. She gets that prorated, and then the \$5,000 for working for Council. Is that right?

**Matlock:** Oh no, we need to redo that, because...I don't think that's what...**Hill:** That is what we passed. **Warren:** That was the legislation. **Hill:** And we went through it with the Assistant Law Director, and he showed us that the amounts were not that much different because she wasn't working through the end of the year. But here's the issue with this: we are now talking about new increases for employees for 2025, and we haven't even made people whole from 2024, which means this money is going to affect our general revenue fund, the same \$600,000, we keep acting like it's such a big number. Now we're going to have to take that money out of there, including the fire chief raise. So, this money just keeps taking hits to it from things that we still haven't resolved from previous budgets. **Seruggs:** You need to resolve that. **Climer:** So, let me get with Sam, I was unaware of that conversation with Brian. We'll get all of the legislation together and report it out to everybody. **Warren:** May I ask one question? Finance Director, you remember

the issue as far as...Are you aware of the proration of the increase from the \$65,000 to the \$40,000? **Thompson:** I think there was a legislation that mentioned \$65,000. I did over 3% and I took a retro for all her hours for 2024, that's what I completed for us. I did do all the retro, I took her total hours... **Warren:** The only retro you did was for 3%, right? **Thompson:** Yes, that's it. **Warren:** But let me just say, did you remember that there was legislation? **Thompson:** For \$65,000 for the new position. **Warren:** No, it wasn't for the new position. **Thompson:** It's the Executive Secretary to the Mayor and that never existed. Dee left that position once it got signed, it was only a small time frame that the new position existed. But I'm going to leave this up to the Law Director to help interpret the legislation. **Hill:** So, here's mine: it's like you are all are blatantly and purposely trying to block just finishing this. We passed legislation, we said what we said, and all you had to do was carry it out. It was not that difficult. I'm not sure why you all were trying to mince words, you need to talk to the Law Director, it was very simple legislation. **Gottschalk:** Tanya, the clerk... **Hill:** And we went through it for several weeks because you vetoed it. **Gottschalk:** ...I think you were asking about that legislation, and you couldn't show it, did you? **Joseph:** Who, me? **Gottschalk:** Yeah, Brian asked it from you. **Joseph:** Brian didn't ask me for any legislation. **Thompson:** We had a total timeline on all the legislation, so it's in the record. **Gottschalk:** Guys, come on, I was talking to the Law Director, and I want to get at least the \$5,000 showing versus nothing. **Thompson:** Now she was doing the... **Gottschalk:** All I was hearing was that nothing has been signed. **Thompson:** Now, I never got any documentation for the quantification of the \$5,000. So, if she was mayor's secretary 9-5, when was she doing the clerk work? Was it during 9-5, which you can't double up like that? I had never had... **Hill:** We don't have Council meetings 9-5. She was being an assistant for Council. **Warren:** In the evenings. **Thompson:** So, I never got documentation of any additional hours for that work. **Warren:** So now you're questioning the \$5,000 too, now? **Thompson:** Right, I never got documentation... **Warren:** No, I'm asking you, are you questioning the \$5,000? **Hill:** And if you had a question about it, why didn't you come ask us about it? Why would you wait until now? **Thompson:** Don't make this a [inaudible]. **Warren:** Because the mayor himself is... **Thompson:** [inaudible] Council Matlock is saying no, that's not what we agreed to, so let's get full clarity with the Law Director, look at the documentation that was passed [inaudible]. **Hill:** It's not Matlock's job to do finance, it's your job to know the facts. **Thompson:** It's not, but she's making it sound clear what the message was. **Hill:** Okay, but it's not her job to know whether it's clear, it's your job to know when we pass the legislation, read this, what does it say, and make the calculations. It's not all her. **Thompson:** Right, so she's the mayor's secretary 9-5. She's doing clerical work for Council during the 9-5. **Warren:** No, she isn't. That's what we're saying is that she was working in the evening. **Thompson:** So, where's the documentation? **Warren:** Where's the documentation for her? **Thompson:** For the evening, she turned the taxes in. **Warren:** Where's yours? **Hill:** [inaudible] Her meeting. **Thompson:** Well, mine is there, too, but you said she's doing additional [inaudible]. **Warren:** Let me ask you this, how many people are not swiping in, especially then? **Thompson:** It's not about the swiping. **Warren:** Yes, it is, because you said the documentation, you just got through saying that her documentation was her [inaudible]. **Hill:** When did you ask for the documentation is the question. When did you ask for documentation? **Thompson:** It was something additional she was doing. It was asked for, but it was never provided. You have to ask from Dee to turn in the documentation, it never came in, for the work she was doing as a clerk. **Hill:** Well, Dee isn't here to verify that, but you sure could have asked Council if she wasn't here. **Warren:** Well, may I suggest that we stop beating this dead dog, okay? Nothing's going to happen until we have the legislation in front of us, and then

at the next meeting we should have the legislation, be able to review it, and move forward.

**Matlock:** And that was additional. And we can go based off of what we had stated. It was like \$5,000...What was it, \$5,000? **Scruggs:** We just want to look at the legislature. **Gottschalk:** I think that's what your Law Director thought. **Warren:** Why are we beating a dead horse?

**Nikolic:** Mayor, you have [inaudible]. **Gottschalk:** How long have I been on this with you?

**Climer:** What? **Gottschalk:** Dealing with Dee and getting her paid, at least four or five months. There's been an issue... **Climer:** With me? No, this is the first I've heard of this issue, okay? So, what we're going to do is we're going to gather all the legislation that has been passed and the dates Dee was working, we will get a report to Council and get everybody on the same page.

**Thompson:** That's what I said. I agree, there isn't any need to beat the devil. **Climer:** Is that acceptable? **Thompson:** Yeah. **Matlock:** And then the last thing, last thing because I'm tired of this dead horse too. This budget we put in place, as stated, the budget should have been done starting in September because we did not want to go down this road again of waiting up until the end of March, because your budget has to be turned in by March 31st, am I correct? Okay, we've got the Fire Department's budget, we've got service budget, police budget, we now have recreation's budget. We have...Tanya needs a budget for her being our clerk. **Thompson:** I

haven't received that yet. **Matlock:** Okay, so we have a deadline of today, because we want to give you a deadline of no more than a week so you can get everything put together and get your report in on time on March 31st, okay? There was supposed to be a deadline today for all budgets to be turned in, did we say that at the last meeting? **Thompson:** I put my letter out for the budgets to be turned in [inaudible].

**Warren:** He can't be held accountable for people not turning in budgets. **Matlock:** I know, I understand that. So, my question is this, or what is...If it's not in today, like we had stated, that's what it was supposed to be, when did you put that date on there for final? For you to move forward, everyone that is in the system for 2024, who has not turned into you a budget, that's the budget they're going to get. **Thompson:** Okay. **Matlock:** Because you want to know something? We can't keep knocking this horse down the road and then you end up missing reports. We don't know what the consequences are going to be of that, and we've put it out there since September to have your budget already going so we can approve these budgets; and they should have been approved before December 31st or January 1st of 2025. **Thompson:**

Try to get the message... **Matlock:** I'm ready to move forward because we've got people waiting for what they need, and we need to know are the funds there and available, okay? That's what we need. We also need that cost comparison of each one, how much it's going to cost for us to give those raises that they have requested, and then next year for the directors: in order for anybody to receive a raise, you will be doing an evaluation on that employee twice a year. Just because you come up with a raise does not mean everybody is entitled to that raise, because their work levels are different. **Scruggs:** so, what I'm hearing is that you are given permission, you have

permission to move forward with...2023's budget numbers, correct? **Thompson:** No, it's going to be 2024's. **Scruggs:** Whoever has not turned in their budget, you use 2024's numbers and that's final as of this moment. What time is it? **Matlock:** As of 8:53... **Scruggs:** March 7th. **Matlock:**

It's not fair for the ones who have turned their budgets in on time. **Scruggs:** So, then we can review it, whatever numbers you have from that, so you don't have to wait and ask anyone else for a number. That's what we'll put into the review. So, you have permission. **Matlock:** Then we can go ahead and get this stuff done. **Nikolic:** Okay, if there are no other questions or comments in general, we can move on to agenda item number 10, legislation.

*Legislation*

2024-128

Introduced 10-22-24

By the Mayor and

Council as a whole

1<sup>st</sup> read 10-22-24

2<sup>nd</sup> read 11-4-24

3<sup>rd</sup> read 11-26-24

Tabled 11-26-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
FINANCIERE ESTEREL d/b/a TRESICAL, INC. FOR THE PROVISION OF A JOB  
CREATION GRANT AND DECLARING AN EMERGENCY**

**Nikolic:** Excuse me, Law Director Climer? **Climer:** Yes, ma'am? **Nikolic:** I'm looking at the numbers, and Councilperson Hardin, correct me if I'm wrong, I thought that what the request was supposed to include was, since they have been here since July, these numbers were supposed to include the actuals from 2024 to substantiate your 2025. **Gottschalk:** No, the 2025 numbers are the actual numbers that they gave us for payroll. **Hardin:** How can I give you [inaudible]?

**Gottschalk:** So, we did \$2,000,000 for 2024 for the first month. **Hill:** No, I'm asking for actuals from 2024 because they've been here since July, and I believe Councilors...And I sent an email I believe following up when you sent these saying I believe that the request was to see the actuals to substantiate the 2025 numbers. **Hardin:** These projections, yes. **Gottschalk:** Right, but remember, you went and collected \$19,000... **Hill:** I know, but the request came from Council to see... **Thompson:** Yeah, \$19,000, which we equated to about... **Gottschalk:** And that was put in the general fund, they're asking for that. **Thompson:** Yeah, about \$760,000 in payroll, so it was about \$19,000. So, I'll pull a [inaudible] report, and I can list it by month. Actually, that would've collected from July to December 24th. **Gottschalk:** So that was before the agreement. **Hill:** I believe that was requested, so if you could include that. No, I believe it was requested. And when you sent this, I sent a follow-up email asking that, I believe it was requested to be included by Council, was that correct? **Hardin:** You are correct. **Hill:** Okay, so if you could update that.

**Thompson:** I'll wait for the first couple of months of this year too, just to make it fully complete, but I'll get to 2024. **Hill:** I didn't hear you, what was the first part? **Warren:** He's able to do this for the next couple of months too, for January and February. **Climer:** Frank, can you add that to the exhibit and then copy me with it? Copy me so I can then attach it to the amendment to the legislation for Ms. Hardin's request. **Hardin:** And thank you, Chair. **Warren:** Now that we're on item number 10, do we have to read the legislation before we talk about it, or can we just talk about it? **Climer:** These have all been read three times. **Warren:** Yeah, I know. So, the reason I ask and I'm reconciling, and I'll ask the mayor because I just was running over these things myself. When I looked at this and originally it looked really good, but when I look at this, they got a \$2,000,000 payroll, if everybody could look at theirs; \$2,000,000 payroll at 2.5%, \$50,000, we get 25% which is \$12,500. Then the net profits tax, we get \$1,000,000 or whatever net profits. **Gottschalk:** With the new numbers. **Warren:** Yeah, with the new numbers, \$1,000,000.

**Gottschalk:** So, we've gone from only taking 25% to 50%. **Warren:** Mayor, we know that. We're talking and I'm talking right now to... **Gottschalk:** It amounts to \$25,000 a year in new money. **Warren:** Both of them, as you see, amount to \$25,000. The question I have, just to let you know, is that I was doing a calculation; and when I do the calculation on the \$2 million payroll at 2%, we get \$40,000. So why would we settle for 25%? **Gottschalk:** We didn't, we're going for 50% now. **Warren:** No, we have \$25,000. \$12,500 and \$12,500 is \$25,000.

**Gottschalk:** No, but it's been changed, we're talking like 50% of the payroll. **Warren:** That's what this has, it's \$50 percent. **Gottschalk:** What? **Hardin:** And you're still at 25%. **Warren:** Do you see it, Brian? Could you explain to the mayor? **Thompson:** Why'd you do 2% when our rate

is 2.5%? **Warren:** I just did it just to make it easy for me. I didn't have to figure the other half, I just think that just adds more to it, right? **Thompson:** Yeah. **Warren:** Okay, so what I'm saying basically is that we create an incentive to get less money. If you add the two together, we get \$25,000. If we went with a straight 2% of the \$2,000,000 payroll, we get \$40,000. So, if we get 2.5%, then we're getting a half a percent, which is...Let's just say about another... **Gottschalk:** Then we're taking 25% of that, now we're taking 50% of it. **Warren:** Mayor, the total with getting the 50% of the net profit only gives us \$12,500. **Gottschalk:** Again, all right, so if we have a 2,000,000 payroll times 2.5%, all right, Jim? **Thompson:** That's \$50,000. **Gottschalk:** And then with that, we're now going to take 50% of that and not 25%. So, what's that difference? **Warren:** No, we're taking 50% of the net profit, that's what this has. **Gottschalk:** We get 50% on the job creation tax credit, too. **Warren:** Well, everybody listen. You got two 25-percents. **Gottschalk:** Oh, come on, I don't have my glasses. **Matlock:** You want mine? **Warren:** Just take your Finance Director's word. **Climer:** Yeah, no, it lists 25% of the payroll, job creation tax. **Gottschalk:** That's what it was. **Climer:** And you're saying it should be 50%? **Gottschalk:** It should...Johnny had recommended 50%. **Warren:** Wait, well then, let me ask you this... **Climer:** We'll make that correct. **Warren:** Okay, so we'll make that correction now. **Gottschalk:** That wasn't corrected? **Scruggs:** No. **Matlock:** You want my glasses? **Warren:** It was 50% of the net profits tax. **Gottschalk:** Right, that stays the same. But on the job creation, it was only 25% and you recommended 50%, I agreed. **Warren:** Right. **Hardin:** And it's still showing 25%. **Gottschalk:** It should not be. **Thompson:** So, we might as well leave these two on the...Well, that's up to Council. I'm not going to... **Nikolic:** Tax Incentive Chair, Councilperson Hill, did you have any insight or suggestions regarding this legislation? **Hill:** No. **Nikolic:** If there's nothing else regarding 2024-128 and 2024-129... You still have to read 2024-129 into the... **Climer:** No, we don't need to read them. **Nikolic:** Okay, then table. **Climer:** And I just did that out of force of habit.

Climer continues reading...

**2024-129** **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC., FOR THE PROVISION OF A NON-REFUNDABLE NET PROFITS TAX CREDIT AND DECLARING AN EMERGENCY**  
Introduced 10-22-24  
By the Mayor and Council as a whole

1<sup>st</sup> read 10-22-24

2<sup>nd</sup> read 11-4-24

3<sup>rd</sup> read 11-26-24

Tabled 11-26-24

**2024-139** **AN EMERGENCY ORDINANCE TO MAKE PERMANENT APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF OAKWOOD, OHIO FOR THE YEAR 2025**  
Introduced 12-30-24  
By Mayor and Council as a whole

1<sup>st</sup> read 12-30-24

2<sup>nd</sup> read 1-28-25

3<sup>rd</sup> read 2-11-25

Tabled 2-25-25

**Nikolic:** Finance Director, did you attach the new exhibit for this legislation? **Thompson:** Yes, I emailed it last week. **Nikolic:** Council, I believe that's what we were waiting for. Were there any other questions or comments about this legislation? **Hardin:** That he cleared up...you used 2024 figures. **Nikolic:** May I have a motion to remove this from the table?

Motion to remove 2024-139 from table made by Warren seconded by Matlock

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

**MOTION PASSED**

Motion to approve 2024-139 made by Matlock seconded by Warren

**YES VOTE:** Nikolic, Warren, Scruggs, Matlock, Hardin

**NO VOTE:** Hill

**MOTION PASSED**

**2025-02** **AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST  
DISCHARGING, IGNITING OR EXPLODING FIREWORKS IN THE VILLAGE OF  
OAKWOOD AS SET FORTH IN CHAPTER 1519 OF THE CODIFIED ORDINANCES OF  
THE VILLAGE NOTWITHSTANDING THE PROVISIONS OF H.B. 172.**  
Introduced 1-28-25  
By Councilwoman Hardin  
1<sup>st</sup> read 1-28-25  
2<sup>nd</sup> read 2-11-25  
3<sup>rd</sup> read 2-25-25  
Tabled 2-25-25

Nikolic: I had a question, Councilperson Hardin, were you going to out a poll, and if so, did you talk to IT about that? I know we had discussed, or maybe I had heard that you were going to try and put out poll to the village about this legislation. Had you talked to IT? Hardin: I'm working on it. As if our clerk has nothing else to do, she was helping with that. Warren: So we can leave it on the table.

**2025-16** **A RESOLUTION OF CONDOLENCES TO THE FAMILY OF CARRIE MAE MCSWAIN**  
Introduced 3-7-25  
By the Mayor  
1<sup>st</sup> read 3-7-25

Motion to suspend 2025-16 made by Matlock seconded by Warren

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

**MOTION PASSED**

Motion to adopt 2025-16 made by Warren seconded by Hardin

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

**MOTION PASSED**

**Hardin:** Going back to 2024-139, this is to the Finance Director; we approved the first quarter, is that correct? Is that your understanding? **Thompson:** Yes. **Hardin:** Could you give me another copy of the correction using 2024? **Thompson:** Say it again? **Hardin:** The appropriations, can I get a copy of it? **Thompson:** OK. **Hardin:** When did you give us that? Last week, right?

**Thompson:** Yes. Okay. **Hill:** We do appropriations as our permanent budget, not a quarter budget. **Hardin:** One more time? **Hill:** We approve a reduced budget as our permanent budget, not a quarter budget. **Hardin:** Okay, and they were reduced based on? **Hill:** The number we chose to reduce is approximately a quarter. **Hardin:** That's where that quarter came from, that's why I got a little... **Hill:** It's not just a quarter budget, it's our permanent budget. You follow me? It's our permanent budget... **Hardin:** For 2025? **Hill:** ...But the amount we approved is about a quarter. **Hardin:** And I want to go back and make sure everybody, you do know that we just approved 2025 without all of the...Only what we had from information from 2024. **Hill:** We're going to do a revised budget because Councilwoman Matlock wants to do...with new increases, the column that is missing again is the 2024, it should be there so we can...find what 2024 looked like next to 2025 and it's not there. **Nikolic:** Thank you, Councilperson Hill. Next, Law Director.

**2025-17** **AN ORDINANCE ADOPTING UPDATED FEES FOR THE SERVICES PROVIDED BY THE BUILDING DEPARTMENT, AMENDING CODIFIED ORDINANCE SECTION 1305.07, REPEALING EXISTING CODIFIED ORDINANCES 1305.08 THROUGH 1305.19 AND 1305.21 AND DECLARING AN EMERGENCY**  
Introduced 3-7-25  
By the mayor and Council as a whole  
1<sup>st</sup> read 3-7-25  
Formerly 2025-WS-09

**2025-18** **A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE CUYAHOGA COUNTY SOLID WASTE DISTRICT**  
Introduced 10-22-24  
By the Mayor and Council as a whole  
1<sup>st</sup> read 10-22-24  
2<sup>nd</sup> read 11-4-24  
3<sup>rd</sup> read 3-7-25

Motion to suspend 2025-18 made by Warren seconded by Hardin  
**YES VOTE:** Nikolic, Warren, Scruggs, Matlock, Hardin, Hill  
**MOTION PASSED**

Motion to approve 2025-18 made by Warren seconded by Hardin  
**YES VOTE:** Nikolic, Warren, Scruggs, Matlock, Hardin, Hill  
**MOTION PASSED**

**Nikolic:** Are there any other questions or comments, Council? **Hill:** Yes, what was the discussion around 2025-WS-09? Did that become 2025-17? **Climer:** Yeah. **Hill:** Why wouldn't we leave that on first read? What was the discussion? **Climer:** The Council apparently didn't want to move to adopt. **Hardin:** What was 2025-WS-09? **Hill:** We left it on first read. **Warren:** Because we didn't see the fees, they don't have the fees memorialized. They were talking about increasing the fees... **Hill:** They should have been in the legislation? **Climer:** No, they should have been attached. **Nikolic:** They're in the legislation, but we discussed the increase; Cheatham hasn't had a chance because he's on vacation. Councilperson Matlock wanted to see some discussion about municipalities, so when Cheatham comes back from vacation, he was to submit Matlock's requested information as well as adjusting the fees to include the increases. Right now, the fees do not include the increase that were suggested for the commercial permits and fees. **Hardin:**

When is he going to work on that? **Nikolic:** When he gets back from vacation. **Climer:** And there are some legal issues with that. **Nikolic:** Like what? **Climer:** Well, I don't want to start giving legal advice on a public record. **Hill:** I'm asking you, you said there were legal issues with... What were you speaking to? **Warren:** In generality. **Climer:** Generally, you're really only allowed to cover your expenses, you don't have to make a profit off your building code stuff. It turns into due process issues and everything else. Sometimes you can attach user fees, so to speak, to them to fund certain things, like parks and all that, but they've got to be proportional. **Nikolic:** So, you're talking about the fees specifically? **Climer:** Right, and that's the point he was trying to make in his email. **Nikolic:** Yeah, I didn't know that it was tied to legislation, he did reference that. He mentioned that those fees covered operating expenses. But to me, I don't understand that it was regulated to increase only to the extent you couldn't cover your operating expenses. **Climer:** I understand that you run into issues with the Department of Commerce, but there are also constitutional issues involved. **Nikolic:** Okay, so I guess my request would be, let us know the highest that we could increase them. If it's just up to operating expenses, what would the additional fees be? So, we talked about parks and playgrounds, but you're talking about any other individual fees we wanted to add on? **Climer:** Just right off the top of my head, there's some Supreme Court decisions that basically say that when you try use a user fee to fund municipal improvements, they've got to be proportional to the cost that you think that particular development is going to add to it. If you've got like a 1,000-house subdivision in a city that develops 2,000 houses a year and maybe attach 50% of that... **Nikolic:** Okay, that's helpful. **Hill:** It's not a matter of setting fees so that they cover something, it's a matter of... When we receive fees stating as a village how would we like to utilize the money that's coming into that department as opposed to saying we're using these permit fees to fund X Y or Z. **Climer:** Yeah, I'm happy to sit on these discussions with John if you want. **Hill:** Yeah, we didn't have... This is something the Councilwoman Nikolic brought up. **Nikolic:** Right, I brought it up because we didn't have that piece of the puzzle, so thank you for giving us that additional information, but when he gets back, I guess we can all sit down and figure out what the limitations are and how we can go forward. **Hardin:** I just want to make certain that we know what we just did. Mr. Finance Director, what... should we understand of what we've just passed? **Thompson:** You're talking about the budget? Permanent budget at around 25%, based on 2024 numbers. **Hardin:** Okay, and you're still waiting for budgets from how many departments? **Thompson:** It could be six or seven, but it doesn't matter. I'll give you a message and I'll put whatever you had in 2024, whoever turned theirs in, that's what's going in my report, and I'll present it before Council. **Hardin:** I want you to understand what just happened from my perspective. I'm going to support the Council lady that gave you the okay to use those figures, but you do know that we do have a finance meeting on the 31st and we can still amend that, okay? Make sure you know where we are. You told them he could use those figures. **Matlock:** If no one has turned in their budget yet, right? **Warren:** Budgets can always be amended, but we just got to make sure that it's done by the 31st. You can submit your budget and on April 1st, we can amend it. **Hardin:** So, everybody knows the process, what we just did. That's all I'm saying. **Nikolic:** Are there any other questions, or... Councilperson Warren? **Warren:** Yes, I make a motion that we adjourn.

Motion to adjourn made by Warren seconded by Matlock

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

**MOTION PASSED**

Meeting adjourned at 9:16pm

Approved \_\_\_\_\_

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Evan Garrett, Assistant Clerk of Council

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Eloise Hardin, President of Council

**VILLAGE OF OAKWOOD**  
**FINANCE COMMITTEE MEETING MINUTES**  
**2025-10-28**

**ATTENDANCE**

Johnnie Warren, President*	Dave Tapp, Fire Department
Eloise Hardin, Pro-Tempore	Brian DiRocco, Fire Department
Taunya Scruggs, Ward 1*	
Yvonne Evans-Warren, Ward 2*	
Paggie Matlock, Ward 3	
Mary Davis, Ward 4	
Candace Hill, Ward 5	

**ABSENT**

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

*\* Arrived after roll call*

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Meeting opened at 5:43pm by Hill

Pledge of Allegiance

Roll Call taken

**Hill:** Finance director any comments before we get started with the fire budget? **Thompson:** Uh, no, we can, uh, get ready and let, um, Part 2 Tap get us started. **Hill:** Chief Tapp and Assistant Chief DiRocco, would you all like to give a comment, please? **Tapp:** Sure, I've provided you with a copy of our proposal for 2026 year. I know you haven't had much time to look at it, but you can kind of go through it. The very first page is just a chart of our positions, that really hasn't changed since last year. So, it's kind of the same from what we gave you last year. And then we gave really job descriptions for each position. Again, nothing's changed from last year so it was pretty much the same job description. We haven't had anything new or anything that's changed. **Davis:** You have that many lieutenants? Two, four, six, eight? **Tapp:** Eight, yes. **Davis:** Okay, so that's like 24-hour shifts, or how does it work? I mean how many lieutenants are usually on like a... **Tapp:** One per day, there are 12 hour shifts, so two per day but one works during the day and one in the evening. **Davis:** Okay, but these are not all your employees... **Tapp:** No. **Davis:** So the regular firemen are underneath, not the regular firemen, you're other paramedics... **Tapp:** Are underneath each lieutenant, there's usually about 7 to 8 per lieutenant that's covered under here. But yeah, per shift, we were on six men. **Davis:** Okay, so how many do you have total of firefighter's? **Tapp:** We're at 65 right now. **Davis:** 65, including yourself, or just 65, talking about the regular? **Tapp:** Including ourselves it rounds up to 71. **Davis:** Thank you, I appreciate that. **Hardin:** That was the question I had, what did the ordinance give you? **Tapp:** The ordinance is 71, so at our budget page. The next page on there, we were asked to not put anything for wages and we can just start over with the next line. **DiRocco:** It's the first one that looks like a spreadsheet, or not a spreadsheet but kind of a grid.

*\*Hill: For the record, Council President Johnnie Warren has arrived. (arrived at 5:45pm)*

**Tapp:** So, we're going to stay away from wages at the moment. The next line item on there was chief officer back pay, which we budgeted for in 2025. Which will not be anything in 2026 for that, because all the officer back pays should have been paid out by now. Our overtime, \$15,000 has been staying the same for probably the last five years. We're not asking for an increase at all in that. This year, we're probably going to be a little bit under that number, but to cover the overtime, I think we should keep that at \$15,000, which is still within the program. Pension, we figured out what pension is going to, Brian figured that out number with me, because I'll be the only one that's in the pension come January. So that's where that number comes from. Brian's always

figured it out in the past, but it would have been old Chief Shades pension, and now it's going to whatever my pension will be in January. So, that number is figured out by a percentage from what Brian figures out.

**Hardin:** Okay, this is based on your pension as... **Tapp:** I'll (inaudible) system here in January. **Hardin:** That's what I want you to tell me. **Tapp:** Yes. **Hardin:** How does that affect your status? What does that mean? **Tapp:** It doesn't change my status, I will just be entering the pension system for the first time. **Hill:** Previously, he was with another department and was in their pension system... **Tapp:** I was under another pension, so now I'm just transferring that pension into this one. **Davis:** Yeah, I was going to ask you then, you can do, that can be carried over from one department, I mean one city to another city, the pension part? **Tapp:** The pension part can be carried over. Obviously, the wages have changed because... it wouldn't have mattered. I'm making less here, so we'll be taking less. **Davis:** All right, and can you go back, I'm sorry, you jumped over that. The Chief Officer back pay or whatever, the \$40,400, the second line... **Tapp:** That was what was paid out from last year. And then what was still owed as far as back pay from the acting positions, that was budgeted for in 2025. **Davis:** Okay, budget in 2025, the \$40,400, but you have not been paid that amount, or whoever is due to, or? **Tapp:** We got paid that last year. **Davis:** You did get paid? **Tapp:** Yes, so that's why it was budgeted for 2025... **Davis:** Okay, I just want to make sure, thank you. **Matlock:** So, that's saying that all the back pay has been done, correct? So, we're now starting on a clean slate for 2026? **Tapp:** (inaudible).

**Matlock:** Ok, great. **Tapp:** Medicare, Brian figures that one out for us. Maybe Brian can enlighten you on how he comes up with a number for Medicare. **Thompson:** Yes, pretty much state percentage. **Tapp:** Dispatching, I think there was a 5% increase. That's why it went from 105, staying at 105 this year. But we had an increase to 5,000 this past year. I believe is what dispatch was, but we're not asking for anymore. **Hardin:** You're being dispatched out of Bedford Heights also, and this is your portion of the contract? **Tapp:** Correct, so us and the police split it. It's \$200,000, we pay \$100,000 and they pay \$100,000. But they can go up 5%, so it could be a 5% increase. **Davis:** I was going to ask you, do we know, I was going to ask the same with the police. For sure we're staying with them, or we don't know yet? And when is our contract up with Bedford Heights? **Tapp:** We can cancel the contract; we have to give them a six-months' notice. But there have not been any plans or talks to switch them Walton Hills. They can't handle it, they're not ready for it. **Davis:** Okay, and you said that they're going to increase, or they did increase by \$5,000? **Tapp:** I think they did increase it to \$5,000 and that's the most they can do per year. **Davis:** And that's for both the use of police and the fire?

**Tapp:** Correct. **Davis:** Ok, so \$2,500 a piece, ok. **Matlock:** Did they increase it in 2025? I don't think that they did because they didn't meet that six months... **Tapp:** I think it was \$100,000 last year and that's why I went to \$105,000 last year because they went up to 5% but it's supposed to stay the same this year. **Matlock:** Yeah, because they didn't make it. But just one more question I wanted to ask. Are you guys satisfied with using Bedford Heights Dispatch Center? **Tapp:** I mean, yeah, there's problems behind the Dispatch Center, I mean obviously, but yes. **Matlock:** Okay, we just want to know, you know, because if we're taking this on for a contract, they should give you 100% satisfaction that you need. As long as you're pleased with it. **Tapp:** Yeah, we don't have another option right now. Because Walton Hills can't handle what we're doing and they're not set up for it. **Matlock:** Okay. **Tapp:** And price-wise, Bedford Heights is probably our best option right now.

Dispatching professional dues, we asked for an increase of \$1,200 and it is listed out on what professional dues billed for. The professional dues are called first due, it is our reporting system. It handles all of our EMS fire reporting, our hydrant listing, and our training. It's our reporting systems and after the process per year it was increased to \$25,200 from \$24,000. So that's a yearly fee for our reporting. **Davis:** Okay. **Tapp:** We used to pay two different companies, Firehouse and ESO for it. We tried to do the one program, and we're still about the same price as it normally was, but that was their increase in price. **Davis:** Thank you. **Hill:** Are you aware that you have two budgets in here? **Tapp:** Yeah, one included the raises we're asking for, but we were told not to put that in. That's why I said we'll stick with the front wages right now. We're told to not put any increase in wages in there, but (inaudible). **DiRocco:** The only thing that's changing is the wages line-up on the second sheet. **Tapp:** Yeah, that is the only thing to change on the 2nd sheet if the wages were up. **Davis:** Well, the pension would change too, or no that doesn't change? **Tapp:** That thing was figured out at the time (inaudible).

**Davis:** Okay, so it does not change. Medicare amount would be changed if you had a wage increase, correct? **Tapp:** I believe we based the pension off of what my salary would be. **Hill:** She said Medicare, if wage increase Medicare increases as well... **Thompson:** Yeah, it would, so we could adjust. **Davis:** Just so we know, I mean, we have to know. **Matlock:** I'm looking at the raise amount. What was the raise that you were requesting? What percent? **Tapp:** We were requesting 6%. **Hardin:** We can get back to that. How did you

arrive at 6%? **Tapp:** If you look at the budget from last year, we gave you our average pay for this area. If you combine us with any other fire department around here in a practical facility that we did comps with, we were around \$1.30 below everybody else here. And that 6% would put us right to the bottom to middle tier of pay for part-time firefighters. **Matlock:** You said that you were below the other part time? **Tapp:** Right now we're below. **Matlock:** Do we have a listing of all of the other surrounding us with basically the same number of individuals there? **Tapp:** Yeah, well I gave that to you in last year's budget. But I can provide that to you for sure. **Matlock:** Hey Brian, question, are you still asking for information from Walton Hills? When do you negotiate with Walton Hills and Northfield for your fire department? **Thompson:** Are you talking about the two EMS contracts? **Matlock:** Right. **Thompson:** Tapp do you the year that it's expired? **Tapp:** 2027 is Walton Hills, and Glenwillow is not until the thirties. **Davis:** Oh really, that long? **Matlock:** So, we can't negotiate any higher amount for raises or whatever? **Warren:** I think it was like 5% or something like that. **Thompson:** I have been raising it each year that the contract is enforced, between five and six percent each year. You had the invoicing to them; I have raised it. **Matlock:** Okay, so what did you raise it for? **Thompson:** One was maxed out at six percent; I'd have to look back. But it was between five and six percent per contract. And I think the max for Walton Hills was six and I had them at six. **Davis:** Oh, up to 6% total for the whole time of the contract, is it like that? **Thompson:** Each year. **Davis:** Oh, each year, okay. **Tapp:** And we've been increasing it every year, and it's based off of, I think, COLA and everything else. **Hardin:** When we get to the proper area, based on the collection activities that we're anticipating. I want you to show me where you will be reporting that. And are you going to report it on a monthly basis, whatever we collect. How are you going to report those funds? **Tapp:** From Walton Hills? **Hardin:** No, no, I mean, I made a quantum leap... Funds that are delinquent, remember, you're in a contract for collecting delinquency money. **Tapp:** Yeah, the Attorney General is going to start collecting the funds? **Hardin:** Yes. **Tapp:** Yeah, once that gets started, I should get a report from them every month and I'll forward it on to you. We haven't started that yet. **Hardin:** Okay, but it will be a monthly scenario? **Tapp:** It should be monthly, it's going to depend on how much they collect, obviously. But yes, I'm going to report a monthly to show you how much we're actually getting back from that. **Hardin:** Thank you, it just happened to hit my head at this time. So thank you, Madam Chair. **Tapp:** Let's see where we're at, contractual services, and that's listed completely out. It lists everything for those fees in there. Basically, they're all yearly memberships, four contracts for certain things that we do. The radio usage fee, obviously we can't change anything there. All of those are tests and membership contracts, so this is going to just get yearly. Yes, and that why, because the contracts went up in price. That's why we're asking for the increase in their earnings. **Hill:** Which contracts? We don't have any reference points to see which contracts actually increase. Do you know which ones? **Tapp:** I believe it was stiper used to be like \$3,500 and then up to \$5,500. Bench testing went from like \$1,500 to \$500. I can pull last year's and give you the exact numbers that they went up. **Evans:** These are expenses? **Hardin:** Yes. **Tapp:** Yeah, we pay for our hazmat team each year. We have to be a membership for our fire prevention memberships. Certain testing on certain equipment has to be done yearly. Creating air is our air cascade system. Our drug license is annual. So this is stuff we really cannot get away from, unfortunately. But I will double check my map to make sure that I'm really right. **Hardin:** Madam Chair, I'd like to know, when are we expecting the new fire engine? **Tapp:** It's going to 2028. **Hardin:** We don't get it until 2028? **Tapp:** That's correct. **Thompson:** And I started paying it this year. **Hardin:** That's another question, we started the payments this year? **Thompson:** I paid it already, the first payment, like a hundred thousand, some change. **Davis:** I was going to ask, the Stryker contract, is that the only one that does that maintenance on light packs and Lucas? **Tapp:** Unfortunately, yes. **Davis:** I didn't know if they have other companies that could do that too. **Tapp:** It depends on the type of cots and stuff you have. We own all stryker equipment, so they have to do the maintenance on it. So, we're kind of stuck going with them. And if they raise their price, we really can't shop around unfortunately. **Davis:** Okay, thank you. **Tapp:** I believe we've got a training of \$17,000. That hasn't changed probably in five or six years since I've been doing this. We're asking for the same amount there. We went through almost all of that training money this year. Cell phone, Brian probably figures that number out more than us. But that's for our iPads, tablets like that that we use in the trucks. That usually doesn't change because we keep the same amounts every year. **Davis:** So, that's not just cell phones, it's the iPads and everything else. **Thompson:** They gave a huge discount for safety forces, so we do have that title to contract at a pretty low price for them. This is the lowest price we can get because of their service to the community as a safety force. **Davis:** Do we get the same discount for police? **Thompson:** Yes. **Matlock:** What about for employees? **Thompson:** We negotiated for the best rate on them.

Theirs a run between \$30 and \$40 a month. **Tapp:** Going down, if you look at electric, water, sewer, gas, utilities, that's pretty much the numbers that me and Brian have figured out in the past couple of years. That's our average, and we haven't asked for any increases there. Uniform allowance, we haven't asked for an increase there. **Davis:** Okay, may I ask a question on uniform and allowances? Have you guys just given a check, or do you guys have to hand in your receipts, or...? **Tapp:** We're given a check, and then the rest of that uniform allowance money that's in there pays for our new guy's first set of uniforms. It pays for fire boots, gloves, because that's not part of (inaudible) turnout gear. You don't get a hood, you don't get gloves, you're not going to get boots, or helmet. So, that turnout gear price, that's why we spent all that turnout gear line item. We used the rest the uniform allowance for boots, gloves, hoods, helmets. A pair of boots, now is \$450 for one pair of boot, now its \$480. **Davis:** How long do they last? I have no idea... **Tapp:** About ten years. **DiRocco:** Ten years is the max you're allowed to use it. So even if it looks like it's in good shape, all of the PPE for firefighting, the national standard is ten years. So ten years, that's why we have a replacement schedule. We have 65 guys, we order in about 10 sets, 8 to 10 sets. **Tapp:** We order 10 sets of gear a year. **DiRocco:** Because what we had before they bought in 2002, they bought everybody here. So it's about 60 sets, and then in 2012 it was all due. And in 2020 it was a huge expense to get half a million dollars. So, now we have like a recurring seven guys get a set of gear every year so every so then it marches out gets everybody over the course of 10 years then you're right back to the beginning. **Davis:** Okay, thank you. **Matlock:** I know our proposed budget is \$50,000 a year. The question that I have, do you know exactly how much of that \$50,000 that you used? What did you use in 2025? I mean, I know we already budgeted for \$50,000 just... **Tapp:** So, I actually get the clothing lines painted individually. Last year it was around \$30,000, and then the \$20,000 was used for, like I said, new guys' clothing, boots, hats, gloves. **Matlock:** Okay, so you guys just kept it at \$50,000, that's just your mark point right there. So, you know that you don't have to, I just wanted to know what was the actual amount that you used in 2025. What was that amount? **Thompson:** They spent \$27,354. **Matlock:** Okay, we already know you marked it for \$50,000, that's okay. **Davis:** Can we always get exactly what's been spent on each line item? Because it's hard for us to see what they needed, or whoever needed, without knowing what we spent on it. **Thompson:** I'm going to circle back and give that for police and fire... **Davis:** Service too, anybody who has a budget I would appreciate. **Thompson:** Yeah, I'll start putting the historical. **Warren:** Between 2025 budget and the 2026 budget, you can have 2025 sent today. **Thompson:** I'll have a separate spreadsheet done with three-year history.

*\*Hill: For the record, Councilwoman Evans, -Warren, and Councilwoman Scruggs arrived some time ago, apologies for that.*

**Matlock:** When we first came into council, me and Mary, you used to give us a spreadsheet. Telling us exactly what the budget was, and exactly what their budget would be, or what they had spent on that budget at that time period. For instance, if it's nine months, what did they spend as of nine months on that budget. So that gave us a clear idea of actually the funds that they were using, what their If the budget was lagging, if it was over... stated or it is understated and add some more to it. But it gives us a clear look at their budget, where they are at that point. And then how much, like you put a percentage, they're at 85% of using their entire budget. They're at 90% as of September of using your entire budget of whatever. **Tapp:** I ran that report this morning, as far as fire, we're not anywhere near the whole... **Matlock:** Oh, no, it's good, that's fine. We want to have that from him; he used to provide us with that. **Thompson:** I'll give the Police and Fire tomorrow and then move forward with every department I have. **Davis:** Appreciate that. **Matlock:** We just need to have that, you put that back in place. That was a good form that you could look at and kind of see. **Thompson:** Yes, that's no problem, I can get those for you. **Matlock:** Ok. **Tapp:** The next item was the fire gear and helmet and that's how we came up with \$35,000. It was \$3,500 a set, we get 10 sets per year. We didn't ask for an increase, it could go up a little bit this year. But if it does, we'll try to stay at 9 sets a year instead of 10, if we have to. **Davis:** I thought you said the fire gear you buy a brand-new person would be under the other uniform allowance. Or is that not part of it? **Tapp:** The fire gear itself is just \$3,500. **Davis:** Okay, never mind. **Tapp:** They asked me to put that in there as a line item. (inaudible), but last year, that's what we did. But that's not the price of the helmet included. Repairs and maintenance, \$75,000, we didn't ask for an increase. But I guarantee we're probably going to use every bit of \$75k this year with the blown motor on the other ambulance. The engine repairs we had to do this year, and I'm not sure if you're aware, our squad got in an accident last Friday,

our other squad. **Davis:** Now does your insurance for fire department cover them? **Tapp:** The insurance will cover this one. **Davis:** What about the blown engine? **Tapp:** (inaudible) **Davis:** They do, okay. **Matlock:** Who got into an accident? **Tapp:** Well, last Friday, Tom Post,(inaudible), Officer Bowden's, and we had a patient in the back. Officer was running with the patient to the hospital, and right around Union and Northfield. They got T-Boned in an intersection over there. Everyone was treated and released to the hospital. The squad is already at the body shop getting the insurance information. **Thomspson:** We started to claim already with the insurance. **Tapp:** They said it would be about three weeks. We borrowed a squad from Bedford Heights, so we have two squads running. **Hardin:** That was the question I had. When something like that happens, you can't go and rent one from... So within the departments, you have those kind of agreements to help each other? **Tapp:** Yeah, Northeast Ohio Fire Chiefs in the area, we all have a listing of all our apparatus like if we have a spare that they can use. This fire we're using now is 23 years old, but they had it and they let us borrow it and our insurance covers us on it. **Davis:** Good. **Tapp:** We all kind of use the resources, anybody we got mutual aid with, so it helps out. So it worked out just fine, so we're happy to have it. So yeah, repairs and maintenance, I would say we'd probably keep that around the same, but we haven't asked for an increase in years, and we've always tried to keep it right there. Station supplies, I asked for \$1,000 more, only because that is like our Staples, toiletries stuff from Sam's Club, prices have just gotten more expensive on everything. And I just don't want to have to go over and ask you for more money. So, we may come in a little bit under that \$3,500, I'm asking for. But I just don't want to go over. Gasoline, that's the number Brian and I worked out. I don't think we're over it this year, but instead of asking for more or less, just keep it the same so we don't go over with gas. The other expenses, again we have another listing in here that lists out everything for other expenses which came out to \$30,000. Vehicle under-coating, we had a lot of vehicles under-coat in the last two or three days. We do that every year just to keep up on the maintenance. DEF Fluid, diesel exhaust fluid, we need that put in underneath the diesel engine; so that's a yearly fee. Office supplies, that's what we get for our papers when I'm stationary. Whatever we need to keep our reports on. CO detectors, you could buy the CO detectors in the past. And them for \$10 (inaudible). But we're kind of getting away from that program, so we can actually delete it if you want. Or we can keep up with the CO detector program. The water is really good inside. I just put a price of \$500 that we keep water and liquid IV in the trunks for days where there's house fires and they need something to drink. Station maintenance and repairs, that's \$2,500, that's small things. A toilet valve leaks, kitchen sink, faucet, stuff like that, small repair, we keep about \$2,500 in there. We have a Home Depot account, we can pick up some supplies just to fix up small things that we can, that we don't need service involved. **Hill:** Yes, I'm sorry, can we go back, please? **Tapp:** Sure. **Hill:** You started talking about the CO detectors. You said it was a program, you start it, but... **Tapp:** In the years past, we did CO detectors for the residents. The city would purchase them, and then we charged the residents \$10 for them. Since then, that's when we did the smoke detectors with them. Since then Red Cross gives us the smoke detector for free. We have to go out and install them, so we can't just hand them out for free and let them put them up. And since we're doing that program with the free ones, we figured we shouldn't be transferring money around anywhere. That people can go by their own CO detectors. We prefer just to stick with the free smoke detectors from Red Cross because they're all locked and kept. Brown keeps a complete record of which ones go out. The CO detectors, we can keep that program going, but then you're going to have money coming in and out of here. To the smoke detectors test for CO too? **Tapp:** They do not. **Hill:** So, it's not the same device? **Tapp:** It's not the same device, and in the past, we'd buy the CO<sub>2</sub> tank and half the people would come in and didn't have money. **Hill:** Do you all have any record of how many you actually installed or gave out the past few years? **DiRocco:** CO or smoke, which one? **Hill:** CO. **DiRocco:** I do not know CO's, no, but you can see how many we've purchased. **Tapp:** We purchased 50, and we're down to 2, so, 48 CO detectors last year. **Hill:** And you guys keep a log of which residence they're going to? **Tapp:** We ask for your ID to make sure your a resident of Oakwood. And now, the new smoke detector program, everything is logged into the system because Red Cross (inaudible) record it. **Tapp:** And we did a hundred and eight smoke detectors this year. **Hill:** Alright, so for the CO detectors, 50 of them cost \$2,500? **DiRocco:** Yeah, they were, I want to say they were close to \$75 dollars apiece. **Davis:** And the city only charges \$10. **DiRocco:** You would pay \$10, but it was a \$75 detector. So, I hope it was eating the difference that everyone knows. **Hill:** thank you for clarifying that. **Hardin:** Is there a reason to just discontinue it? Would it not be a good thing to continue? **Tapp:** And it's not a bad thing to do, we would just have to spend the money to buy more CO detectors, that's the only issue. So, we don't have a problem keeping it up. But the Red Cross started the smoke detector program so we moved over to the Red

Cross. **Hardin:** Apples and oranges, fire and CO, I mean, why you cut one out just because you get the other? I'm just trying to understand your right. **Tapp:** At one point when we bought the CO detectors and smoke detectors, there was one detector that did both; at one point. And we went away from that program and now it's two separate units. And Red Cross is providing us with one, so we said we were just going to stay with that one. But I can still do the CO program. **Davis:** The CO's, have you given it to Walton Hills, too? Are they also eligible because we have the contract? **Tapp:** Yeah. **Davis:** So, they're able to buy it, too, for the \$10? **Tapp:** Correct. **Davis:** And do you know what other cities, have they given out CO's? **DiRocco:** The smoke detectors are pretty common in the area to give away. CO detectors, nobody's given those away, I think they're just too expensive. **Hill:** So, my suggestion would be that we only do our residents then if we're paying the significant portion of those monies I would say restrict it, and we're not restricting it, there are tax dollars we're going to use them for our residents. So, I would say that might be one suggestion but... **Matlock:** That's exactly what I was going to say, that we use it just for our residents and carbon monoxide that detector, that's a non-smell. You can have it carbon monoxide and you not know. So, it's best to have it and have it put in, especially for seniors who don't, you know, they don't even check... **Tapp:** And we can have it set up where the residents can call... **Matlock:** You for that carbon monoxide, because that's a deadly killer right there. It can go off and you don't even know it's carbon monoxide inside of your home. **Tapp:** I just know we've had people come up here and they didn't have the money for them, and you don't want them going home not safe. So we've handed out many of them for free, but across the city that much money is not that big of an expense. **Warren:** Well, it only cost the city \$10 more though... **Tapp:** A lot of them were handed out for free for that reason. You don't want somebody going home (inaudible). **Davis:** Do you get a discount because of being in the fire department to buy them or is it the same thing whether I go there to buy \$75 or more? **Tapp:** It depends, we shop around for them when we try to buy them, and we will probably get them at a more discounted rate a little bit. So, for us to hand out free COs to our residents, which would probably be less than 50 a year. It would probably cost the city about \$2,500. And that's if we did not charge them for them, it would be a total of \$2500. Okay. And that is if we didn't charge them. They showed us proof of ID when they get here that they're in the village. I would limit it to one per household. **DiRocco:** The good news is we've given so many of them away over the last half-dozen years. They have a ten-year life expectancy, so a lot of people don't have them from the program. **Davis:** Can we increase the price of them or not? I mean, do you recommend \$20? Because I had no idea that they were that high. **Tapp:** Well, I mean, they don't think that they need the money, but when they come up here, they just show up. You feel bad if you send them home with nothing, and you want them to be safe, so they end up just handing them out. **Hill:** So, we either send them to the front office for them to collect the money and then go over with something. Or we just... We got to have a better process. **Davis:** I would say at least something, because... **Tapp:** Yeah, we don't want (inaudible) money over there. **Davis:** No, I don't blame either. **Hardin:** You don't switch one for the other, we need both. This is where we are, I think this is what I'm hearing. So, we can keep the program going. **Tapp:** Yeah, I'll just make sure that if they say that they're from Oakwood, we'll prove that their Oakwood residents. **Davis:** And they can come here and pay for it or whatever. You don't want to collect the money, I know. **Warren:** Brian, can you coordinate that with them to have somebody that's charged with the collection for those devices they need? **Thompson:** \$10 was just... **Hill:** Are we collecting the \$10 or not? Because this... **Warren:** I thought we was collecting the \$10 and then they would come over, give the \$10 to someone and Brian staff... **Hill:** Does anyone have any, are we collecting the \$10? **Davis:** I would say yes, they should at least pay something for it. **Hill:** Can we set up the process to where they come over here and then they just get like a slip or something. And y'all check if they live here and do all that, so they can just hand them out. **Tapp:** We'll just make up a form so when they pay the \$10. They can hand them the form with our phone number, they can call and we'll put it up. **Davis:** Okay, thank you. **Tapp:** I believe we're still on other expenses. Our portable radios are about \$10,000 a piece now. We need a few more, so we put one there for a year so we don't have to start buying 10 radios at the same time. **Davis:** This is housed in your building? You're talking about that kind of radio or... **Tapp:** The walkie. **Davis:** Oh, okay. **Tapp:** And then new air packs, we had three failed bench tests in this year. We just purchased three this year off of 2025 budget. But we'd like to keep issuing one per year so we don't have a big expense. one time we bought 16 air packs in one year. It cost the Village (inaudible) dollars, we rather one a year now. **Hill:** Are they \$10,000 each or how much are they? **Tapp:** \$11,008, I just picked up my invoice today. **Hill:** So, if you're trying to buy one, you have \$10,000 in the budget... **Davis:** So, do you want \$11,008? We'd have to go with... **Tapp:** Uh, it'll be \$11,008, I just know that it was a bag number. We were down to ballpark at \$10,000.

and I asked him, with shipping and everything, it was \$11,007. **Hill:** Can you make an edit to the budget in that area? **Thompson:** Yeah. **Tapp:** I can adjust them too. **Hill:** Alright, appreciate it. **Warren:** So, we're going to make it to \$11,000? **Tapp:** So, the only reason I know the exact numbers is because I just got one shipped today, so... **Thompson:** We'll raise it to thirty-one at this point. **Hill:** So, just one other edit. So, it says "Air pack 3 failed bench testing, replacing old ones", but this is just for one air pack. That's replacing one airpack right? **Tapp:** One air pack per year. **Hill:** Can you edit that line item number? Because it looked like you're replacing three and they're about thirty-one, thirty-two hundred, somewhere around there. **Tapp:** Okay, one per year is perfect. Alright, that was the other expenses. Fire hydrants, that's our yearly fire hydrant fee. That covers Cleveland Water coming out to fix any of our hydrants that we find in our flushing hydrants. That number probably hasn't changed in 10 years that I know of. But it comes out to like \$14,980 every year, so we put the \$15,000. So, we use that full line on them every year. Equipment, \$40,000, and that's for fire equipment. Saw blades, saws, chainsaws, stuff for the fire trucks. So, anything in the 101 account is used for fire equipment. **Hill:** Well, it's all fire equipment. **Tapp:** We have an EMS equipment line item as well. So, any ambulance equipment comes out of EMS, that's why I said it's just for fire. **Hill:** Okay. **Davis:** Okay, truck equipment? **Tapp:** Yeah, just like more fire related tool, stuff like that. **Hill:** Can you add fire equipment to that? **Thompson:** Sure. **Tapp:** Yeah, I tried to split it up, so this way EMS stays with EMS, and fire stays with fire. **Davis:** Can I ask now since we're done with this part of the front. When the money comes back, the company collects money for say, the ambulance or whatever. How does that money come back to them? This budget or does it come just to the general fund? **Thompson:** From the insurance company it goes to the general fund. **Davis:** Okay. **Tapp:** And the next page is our 217, um, 217 account, leases, not sure where we get that number from, but Brian's always had that number in there for us. **Davis:** If we pay a hundred and some thousand for it, is that what you're (inaudible)? **Thompson:** Yeah, \$100,000 came from the new fire truck, and in the past years, we've found equipment and it's just based on the amortization schedule by yearly payments. So, that's why we've got the \$225,000 there. But that \$100k would be in that line for the new truck that we won't see until 2028. **Davis:** Right, so, why do we have 220k? **Thompson:** Oh, it's the \$100,000 plus the other... **Davis:** We have equipment lines and everything else for that. **Thompson:** Yeah, these were like really big purchases for squads and things we bought. And it was an amortization schedule, so it scaled out. **Hill:** So, let me just dig down into that a little bit. So we are paying \$125,000 for probably one of the fire trucks that the engines have gone bad? **Thompson:** No, the \$125k is the one we ordered for the brand-new truck. The new truck was \$1.1 million dollars, and I had to start making a payment this year. So, the hundred and some thousand for that new engine truck with the ladder. **Hill:** That's not my question, let me go back. So, I got \$100,000, the \$125,000 we're paying for their old equipment. Is it old trucks that they're also failing now, too? **Thompson:** They should be, no, fairly new trucks we might have bought like five years ago. But on a still pen, that amortization schedule out until it's over. So, they would be fairly new maybe. **Hill:** Can you give us details on that? **Thompson:** Yeah. **Tapp:** Next line on repairs and maintenance, that's usually what our repairs and maintenance has been for the last couple years. That is just on, I use the 217 account for ambulance repairs, not fire trucks. Tires... **Hill:** Real quick, just to clarify what you just said. The engine that blew, that is the truck that we purchased, the new truck that you plan to swap out? **Tapp:** No, that was from the ambulance that the engine blew off. **Hill:** So, the engine that blew, we didn't have plans to replace that? **Tapp:** We didn't, but we're going to have to look at that spot eventually, yes. It's getting repaired, but that repairs probably will last us a couple of years. And it takes three or four years to build an ambulance, not about three years to built an ambulance. We'll probably be looking to order an ambulance by the end of this year, to get it in three years. **Hill:** The ambulance engine blew? **Tapp:** Correct. **Hardin:** How old is this ambulance? **Tapp:** That was 2019. **Hill:** And you expect the engine repairs to last, what, maybe, did you say three, four years? **Tapp:** We're hoping that that's what that motor will last us through. **Hill:** We're hoping... **Tapp:** Yeah. **Hill:** So, we could be looking at the cost of a new ambulance, and then it takes, did you say, three, or four years to do? **Tapp:** From the day you order it's about three years before it's shipped out. It's kind of like the fire engine. **Hill:** Can you all get us a quote on an ambulance? Because that sounds like, to me, we need to be planning for another... **Tapp:** It would be between \$425,000, \$450,000. I have a quote coming, it should be here by the next two weeks. An actual quote with the full price of that quote. **Matlock:** You said that the EMS that you have now, one of the EMS trucks that you have, the engine blew. Do you know how long it would take for them to repair that? Have they given you like an estimated date? **Tapp:** They had been working on it and they said hopefully about another two to three weeks it will be repaired and back to us. And the one day it was in the accident, they were

saying about two to three weeks once they get it started was they were starting it today. **Matlock:** Okay. **Tapp:** So, we should be back to everything within a month. **Matlock:** You will be probably back functional before the end of the year? **Tapp:** Yes. **Davis:** The engine that is being repaired, that would be a warranty on that or whatever, to last a while? Or they don't do that? I have no idea. **Tapp:** The engine. **Davis:** Yeah, the engine that you're having in the one ambulance. **Tapp:** No, there's not a sign of a warranty. **Davis:** No, I mean, they don't put it under a warranty? Like the engine will not blow up again... **Tapp:** Unfortunately, it's a after market engine because they don't make those engines anymore. So, no they don't have a warranty. **Hill:** Do we have an estimated cost yet? **Tapp:** It's going to be about \$60,000. **Matlock:** So, are they rebuilding this engine? **Tapp:** It's a brand new engine, but they had to make modifications to make it (inaudible). **Matlock:** What if you take that truck off of the, from being maintenance and then you find that there's something wrong? Are they honoring, bringing it back? **Tapp:** I'm sure that they would cover that part of it if it was something wrong with that engine they just put in. **Hill:** One more question, do we incur any costs for the accident repairs anything? **Tapp:** I don't know, it's all going through love insurance. **Hill:** Okay, thank you. **Hardin:** I think this is a good time to remind us of something that the chair brought up a long time ago. Is there anywhere in your budget that you have like a case history projections so that we are aware of future... **DiRocco:** There's a replacement schedule with our major apparatus in the back of this. It has our full fleet in there, what the projected life expectancy is, the age of our current, and what we're expecting to replace. **Hardin:** Thank you, so you did comply. **DiRocco:** We did. **Hardin:** Okay, (inaudible) that was something you would ask for, so I thought I'd bring it up thank you. **Hill:** If we go into next year, can you make sure that you keep the need for the engine that just blew, can you keep that uplifted in your discussions about money? Because we need to plan for purchasing a new one, right? **Tapp:** Yes. **Hill:** I just don't want it to be one conversation and we forget the next thing you know you're down another... **Tapp:** Yeah, I put in a capital budget request in here and it was listed in there as well. **Hill:** Okay. **Tapp:** So, it's listed in here as far as capital improvement. **Hardin:** Excellent. **Hill:** Are there any other questions that I'm missing out on? No? Okay... **Tapp:** Alright, to finish up the 217 account, service charges the life force, that's our ambulance billing. That averages out to about 8% is what they charge us to collect the ambulance fees. That's why we left it at \$26,000. We don't know exactly how much it's **Davis:** May I ask, how much do they collect? I mean, we're paying \$26,000, but do we have an idea of how much they actually collected for us this year? **Tapp:** The average is probably between \$260,000 and \$300,000 a year for average ambulance billing. Last year, in 2024, we collected \$426,905, it usually hovers around that amount. **Tapp:** I think there was an increase last year, that's why it was up a little higher. So, this year I'm probably going to say a little bit less than that. **Davis:** Okay, thank you, I appreciate that. **Tapp:** But then it may come up again when we start to return down and going back after late fees, so it should be about the same. EMS equipment we put in there, I'm asking for a \$5,000 increase only because stuff is way more expensive now, again, on any of the EMS equipment we're seeing. **Davis:** We don't have enough in here for your cost of your engine for 2025. We have \$46,000, correct, or \$340,000 or whatever, but you said it's going to cost \$60,000 for that blown engine? **Tapp:** Correct, but we have repairs and maintenance in the 101, which Brian said he can move over. So, they're both repairs and maintenance. I just keep one for fire trucks, one for us, but they can be flopped for all repairs and maintenance. So, when we run a report, we can ask for a return. **Hardin:** Are you saying that life force charges us a flat fee? **Tapp:** Of 8%, to collect the money. **Hardin:** Okay, where do we get \$26,000 from? **Tapp:** That was the 8% of what they collected last year. That's the actual thing, okay, so at eight percent what did they collect then again? How much? For twenty-four.... **Davis:** Four hundred and twenty- five thousand something more. **Thompson:** We try to get our best estimate. **Tapp:** Yeah, this is all based on estimates. You never know how much you're going to collect. And we've kept it at that number for the last couple of years because you never know how much is coming in, how many people are paying. And now that we're going to go back after some of the late fees, it should be even better. **Hardin:** Well, as long as I've been here... **Tapp:** It's always coming. **Hardin:** Thank you, that's a nice chuck of money. And thank you for saving lives and thank you for collecting the money. **Tapp:** The only reason I asked for an increase in equipment is everything got so much more expensive as far as even EMS equipment. A brand new life pack now which we're going to have to start buying, which I put in capital, is about \$60,000 a piece, they used to be \$30,000. Now, my new (inaudible) is \$15,000 a piece now, it used to \$9,000. So, prices on our way have just gone crazy. So, if we need any of that stuff, I listed it out in capital here. But we can also make it work through some budget capital, some of our stuff we purchased. And the vehicle outlay, that was kind of a (inaudible) line item in there that they helped pay for certain things with that way. **Hardin:** I don't

know the amount, but what is vehicle outlay? **Hill:** You know, all the stuff they put in their vehicles to make them do all the things they're supposed to do. **Hardin:** For all of those vehicles, it's only \$19,000? **Thompson:** I'll have to run a detailed sheet to see what... **Tapp:** And numbers never changed as far as I've been doing budgeting, so... **Hardin:** But is that realistic? **Tapp:** I couldn't tell you where exactly it went. **Davis:** Okay, we need to know, please, Mr. Thompson. **Thompson:** Yes. **Hill:** How many vehicles do you have? 3 ambulances, 2 engines, a ladder... about ten, all total. vehicles. **Hill:** So, Councilwoman Hardin and Councilwoman Davis are asking for an actual number to see if that \$19,000 is too low or what? **Davis:** What other vehicles do we provide? I mean, I'm not talking about, I'm talking about your personal, not personal, but the personal vehicle that you drive. Is it just for the Chief? Or do we have one for the Assistant Chiefs too or no? **DiRocco:** There's one. **Davis:** Just one? **DiRocco:** Yeah, I use one along with the other Assistant Chief that stays here. **Davis:** One stays here. **DiRocco:** We use it, like we kind of use it when I'm here, or he uses it if he'd here when're doing inspection. **Tapp:** And our swat medics uses it as well. **DiRocco:** After hours, if we're not there. **Davis:** Okay. **DiRocco:** There's the Chief's car, and then the chase vehicle, which is the Ford Explorer that's got the markings on it. It says Oakwood, that's the one that'll go to a serious EMS call. It'll take the extra paramedic to go help out, stabilize, and then go back. **Davis:** And that's parked back here too? **DiRocco:** That's inside, and then the pickup truck, which has the plow, there's a pickup truck. It has a plow and also it's for pulling like the hazmat trailer or like any rescue equipment to the scene. **Davis:** Okay. **Thompson:** Last year on bid for outlay, it looks like you spent \$16,875, I'll run the detail. **Hill:** Can I ask a question about that? So, the vehicle outlay, is it once you've installed things you don't need to install every year or update? It's just, it's good until you need to replace the entire truck or how does that work? **Tapp:** Yeah, and then we wouldn't have to do any more after that unless somebody needs it upgraded. **Hill:** So, you're not doing this every year for all your vehicles? **Tapp:** No. **Hill:** Okay, so that could be a reasonable number. **Hardin:** This question is to the finance director or whoever. Do we have navigational systems in all of the cars or trucks? **DiRocco:** The iPads that we have, where we get all our run reports and we write our runs on. They're mounted like in the front like a police car. That is navigation because that's where you get our routing software. So that's part of that cell phone bill because they're all, it's like you're on an iPad that you could use wirelessly. So, that you know, if they have Wi-Fi connection because we have to be able to get the reports or transmit them to the hospital, and then it also gets our GPS. **Tapp:** Yeah, so our call comes across there, it rings in there like a tone. All we have to do is hit the address on there and it pulls up directions for us to get there. Obviously we know every street in Oakwood, Glenwillow, and Walton Hill. But if we go mutual aid somewhere it'll take good directions. **Hardin:** And this is a portable device versus... **Tapp:** It's an iPad, it's in the truck, so it just sits there. But then it unplugs and they can do the report on it as well. **Davis:** Okay, and it's in your car too also? **Tapp:** I don't have one at my car. **DiRocco:** I have one, the fire prevent, the uh, the chase car has one, each ambulance, and each fire engine. **Hill:** Okay, are there any other questions? I know we have to move to work session. **Evans-Warren:** Is he providing a list of other cities with their population. **Hill:** So, you know the budget analysis that you all did in terms of comparing the hourly wages of other employees and other communities. We have new council people. Can you re-submit that to us, please? **Tapp:** Absolutely. **Hill:** Thank you, even if you just send it through the clerk and then she can distribute it. That'll be helpful for them okay, thank you. **Tapp:** And just for a bunch of purposes this year, we put in a capital improvement budget. And we've never done this in the past, but it might be a good idea. I've notched it out for five years, so you can kind of look at that and see what expenses may be occurring in the next five years. Maybe that's more money than normal. Kind of like a wish list, but it's kind of like projections out for the next five years. So, nobody was really surprised when they started asking for certain things that they may need. **Hill:** Where did, um, let me ask the finance director, which line item did you expense their, um repair of their apron to? Apron. Did that come out of the fire budget? **Thompson:** (inaudible). **Hill:** Okay, thank you, any other questions? All right, well thank you all. If we have more questions, we'll follow up. Any questions before we adjourn the Finance Committee meeting?

Motion to adjourn made by Warren seconded by Matlock

**YES VOTE:** Warren, Hardin, Scruggs, **Evans-Warren**, Matlock, Davis, Hill

**MOTION PASSED**

Adjourned at 6:42p.m.

Approved \_\_\_\_\_

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Tanya Joseph, Clerk of Council

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Eloise Hardin, President of Council

Motion to adjourn made by Warren seconded by Matlock

**YES VOTE:** Warren, Hardin, Scruggs, Evans-Warren, Matlock, Davis, Hill

**MOTION PASSED**

Adjourned at 6:42p.m.

Approved \_\_\_\_\_

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Tanya Joseph, Clerk of Council

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Eloise Hardin, President of Council