

**VILLAGE OF OAKWOOD  
WORK SESSION  
December 9<sup>th</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 CREtelligent AND DECLARING AN EMERGENCY   |
| 2025-WS-16 | A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND DECLARING AN EMERGENCY  |
| 2025-WS-28 | AN EMERGENCY ORDINANCE AMENDING THE REBATE PROGRAM FOR RECREATION FACILITY MEMBERSHIP FEES ESTABLISHED BY ORDINANCE NO. 2011-05  |
| 2025-WS-43 | AN ORDINANCE TO SUBMIT TO THE ELECTORS OF THE VILLAGE OF OAKWOOD THE QUESTION OF ADOPTING A PROPOSED AMENDED CHARTER FOR THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY   |
| 2025-WS-45 | AN ORDINANCE ESTABLISHING THE OAKWOOD COMMUNITY GARDEN AND DECLARING AN EMERGENCY  |
| 2025-WS-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-56 | AN ORDINANCE APPROVING THE TERMS AND CONDITIONS OF A TEMPORARY EMPLOYMENT SERVICES AGREEMENT WITH ROBERT HALF, INC. FOR AN ASSISTANT TO THE MAYOR AND DECLARING AN EMERGENCY   |
| 2025-WS-57 | AN ORDINANCE AMENDING THE EMPLOYEE HANDBOOK TO IMPLEMENT CHANGES TO THE PUBLIC RECORDS POLICY OF THE VILLAGE AND DECLARING AN EMERGENCY  |
| 2025-WS-58 | AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM AGREEMENT TO COMPLETE A CERTAIN AGREEMENT FOR THE PURCHASE OF PROPERTY WITHIN THE VILLAGE DATED SEPTEMBER 25, 2019 BETWEEN THE VILLAGE AND JAMES VACCARINA                               |

|                            |         |
|----------------------------|---------|
| 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 9<sup>th</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**  
February 11<sup>th</sup>, 2025, Work Session Minutes  
February 11<sup>th</sup>, 2025, Council Meeting Minutes  
September 8<sup>th</sup>, 2025, HR Committee Meeting  
November 25<sup>th</sup>, 2025, Special Meeting Minutes  
November 25<sup>th</sup>, 2025, Council Meeting Minutes

**5. Clerk Correspondence**

**6. Departmental Reports**

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

**7. Ward Reports**

**8. Committee Reports**

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

**10. Legislation**

**2025-37AMENDED)**

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

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

**2025-38(AMENDED)**

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

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

**2025-39(AMENDED)**

Introduced 6-10-25  
By the Mayor and  
Council as a whole  
1<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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-028 AND 795-08-029**

**2025-40(AMENDED)**

Introduced 6-10-25  
By the Mayor and  
Council as a whole  
1<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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 AND 795-08-031**

**2025-41(AMENDED)**

Introduced 6-10-25  
By the Mayor and  
Council as a whole  
1<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

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

**2025-42(AMENDED)**

Introduced 6-10-25  
By the Mayor and  
Council as a whole  
1<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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-09-043**

**2025-76**

Introduced 11-11-25  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 11-11-25  
2<sup>nd</sup> read 11-25-25  
3<sup>rd</sup> read 12-9-25

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

**2025-78**

Introduced 12-9-25  
By Council as a whole  
1<sup>st</sup> read 12-9-25

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF JUDITH J. MAJI**

**2025-79**

Introduced 12-9-25  
By Council as a whole  
1<sup>st</sup> read 12-9-25

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF CAROLYN T. ALLEN**

**2025-80**

Introduced 12-9-25  
By Council as a whole  
1<sup>st</sup> read 12-9-25

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF WILLIE W. HINTON III**

## **11. Adjournment**

ORDINANCE NO. 2024-WS-43

INTRODUCED BY MAYOR

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

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

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

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

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

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

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

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

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

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

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

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

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

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2024 - was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

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

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

## Exhibit 1

### **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date") by and between the Village of Oakwood, an Ohio municipal corporation and political subdivision ("Village"), and CEP Renewables OH, LLC, a New Jersey limited liability company with an address of 331 Newman Springs Road, Building 1, 4th Floor, Red Bank, NJ 07701, or any of its assignees ("CEP"). Village and CEP are referred to individually each as a "Party" and, collectively, as the "Parties."

#### **RECITALS**

WHEREAS, CEP has executed an agreement to acquire the property known as approximately 46.54 acres of vacant land in Oakwood Village, Ohio, whose Cuyahoga County tax parcel numbers are 795-41-005, 795-42-001 and 795-43-001 (hereinafter the "Property"), from the Cuyahoga Land Bank ("Land Bank") pursuant to a Purchase and Sale Agreement with an effective date of \_\_\_\_\_, 2024 ("Purchase Contract"); and

WHEREAS, as a condition of the sale of the Property, the Land Bank may seek evidence that the local community in which the Property is situated has reviewed and approves of the development plan that CEP put forth as part of the Agreement; and

WHEREAS, one or more environmental covenants, including but not limited to the environmental covenant recorded as AFN 201507220442 in the Cuyahoga County Records ("Environmental Covenants"), place restrictions on the use of the Property for commercial or industrial purposes; and

WHEREAS, as evidence that the community has reviewed and approves CEP's development plan for an approximately 7 MW-dc, 5.5 MW-ac solar power generation facility at the Property, including, without limitation, the right to construct a ballasted solar photovoltaic system, together with all appurtenant facilities, including but not limited to cables, conduits, transformers, concrete pads, poles, wiring, meters and electric lines and equipment, and to convert the solar energy into electrical energy and to collect, store, sell and transmit the electrical energy so converted, together with any and all necessary and permitted activities related thereto (collectively, the "Solar Energy Project"), and as evidence that the community approves of the use of the Property for Solar Energy Project purposes, CEP and Village have executed this Development Agreement wherein CEP shall set forth and represent to Village the development representations which CEP made to the Land Bank.

NOW THEREFORE, in consideration of the Purchase Contract, and other good and valuable consideration received by CEP, CEP hereby agrees as follows:

1. No Preemption. Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental process, including but not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that the CEP and/or any Property user will be required to submit and partic-

ipate in any appropriate process as provided in Village's ordinances, rules and/or regulations. Notwithstanding the foregoing, Village agrees to use its best efforts, subject to Council approval and limitations on the use of public funds to support ballot measures as well as other legal restrictions, to support and advocate for any necessary land use, zoning and regulatory approvals as are necessary for CEP to construct and operate the Solar Energy Project on the Property.

2. Zoning and Land Use. The development activities at the Property shall be conducted in accordance with the applicable portions of Village's zoning ordinances, as may necessarily be amended or varied from in order for CEP to construct and operate the Solar Energy Project. Village agrees, subject to Council approval and limitations on the use of public funds to support ballot measures as well as other legal restrictions, to assist CEP in the amendment of any zoning ordinances, or CEP's pursuit of variances therefrom, necessary for CEP to construct and operate the Solar Energy Project. Village agrees to assist CEP in the amendment of Environmental Covenants necessary for CEP to construct and operate the Solar Energy Project.

3. Intended Use. CEP intends to use commercially reasonable efforts to design, install, maintain and operate the Solar Energy Project. CEP also agrees to coordinate with the Cleveland Metropolitan Park District and Village to plant flora and construct and maintain a trail, with educational kiosks, connecting the parking lot off Solon Road with the Solon Club Apartments and extending to connect to the trail off Hawthorne Parkway consistent with the conceptual renderings and descriptions attached hereto and incorporated herein as Exhibit "A". The actual location and design of the trail will be finalized prior to closing.

4. Capital Expenditure. CEP has budgeted approximately \$12 million to \$14 million for capital improvements to design, procure, and construct the Solar Energy Project.

5. Jobs. The project expects to result in part time employment of a maximum of 80 temporary construction jobs. Additionally, the long term operations and maintenance of the facility will result in annual contracting of approximately three part-time individuals for regularly scheduled activities.

6. Term. Except to all matters that relate to zoning approvals, which terms shall remain in effect for applicable periods required by law, this Agreement shall terminate and be of no further force or effect five (5) years from the Effective Date if, despite the best efforts of the parties, necessary approvals and permits for the Solar Energy Project described hereinabove are not granted. Once all approvals have been secured for the Solar Energy Project, including but not limited to interconnection approval, CEP anticipates a construction period of approximately six to 12 months.

7. Effect of Invalidity. If any declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

8. Stipulation of Consideration. The parties to this Agreement hereby acknowledge and stipulate to the mutual promises contained herein as good and sufficient consideration for this Agreement.



9. Force Majeure. CEP shall not be liable for loss, damage, destruction or delay, nor be deemed to be in default for failure to comply with this Agreement when prevented from compliance or fulfillment of any obligation by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, embargo, delay or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of performance will be extended by a period equal to the delay plus a reasonable time to resume performance.

10. Assignment by CEP. CEP may freely assign this Agreement to an affiliate or subsidiary of CEP of equal or greater financial, technical and other ability as CEP to carry out the terms of this Agreement.

11. As capacity is free and available for new subscribers, CEP agrees to provide or arrange for electricity discounts of 10% to 15% to CEP subscribers who are residents and/or commercial customers located in the Village as permitted by state and local laws and regulations at the time the Solar Energy Project becomes operational and/or as permitted by subsequent amendments to said laws and regulations.

12. Miscellaneous. This Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document. For purposes of this Agreement, a pdf or electronic copy shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and/or have caused their corporate seal to be affixed hereto the day and year first above written.

**VILLAGE:**

VILLAGE OF OAKWOOD, AN OHIO  
MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION

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

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

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

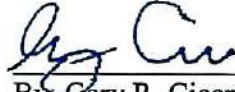
Approved as to legal form:

\_\_\_\_\_

Law Director/Assistant Law Director

**CEP:**

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

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

By: Gary R. Cicero  
Managing Member

Date: September 4, 2024

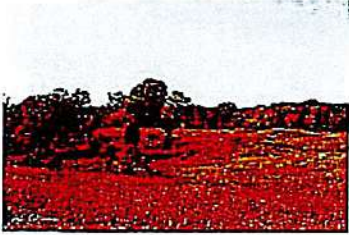
• **ANDREW L. SPARKS AND ASSOCIATES, INC.** •

• *Landscape Architecture* •

30303 Euclid Ave., Wickliffe, OH 44092

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

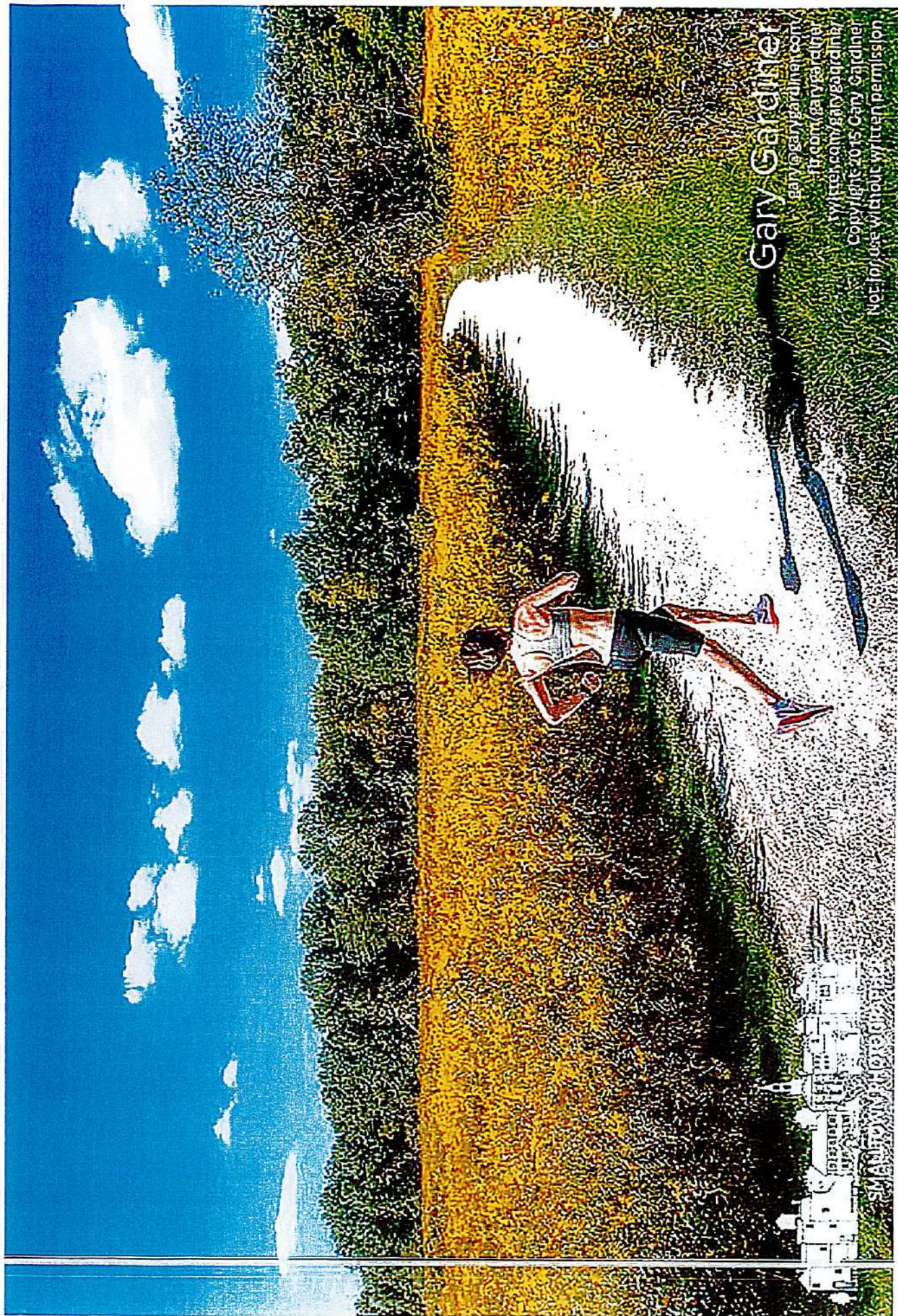
**Landscaped Recreation Trail for site of Seneca Engineering 26 Acre Solar Energy Project**



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

Exhibit "A"





Gary Gardiner

[gary@garygardiner.com](mailto:gary@garygardiner.com)

<http://www.garygardiner.com>

<https://www.facebook.com/garygardiner/>

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SMALL TOWN HOTEL



ORDINANCE NO. 2024-WS-45

INTRODUCED BY COUNCILPERSON NIKOLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**POSTING CERTIFICATE**

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

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

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

## EXHIBIT A



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

Oakwood Village  
January 8, 2024  
Page 4

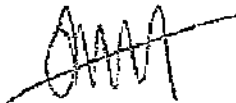
All work will be completed in accordance with the attached terms and conditions.

#### **SCHEDULE**

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

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

Regards,  
CRETELLIGENT



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

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

**Authorization to Proceed:**

Please sign below and include appropriate contact information.

|  |       |
|--|-------|
| _____  | _____ |
| (Client or Authorized Client Representative) | Date  |

|              |       |
|--------------|-------|
| _____        | _____ |
| Printed Name | Title |

**Billing Contact Information:**

Contact Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Proposal  
Preliminary Assessment  
Environmental Conditions  
Wright Ave, Oakwood Village

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
James A. Climer, Law Director

**CREtelligent  
General Conditions**

**1.0 BILLING**

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

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

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

**2.0 WARRANTY AND LIABILITY**

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

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

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

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

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

**3.0 GOVERNING LAW:**

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

**ORDINANCE NO. 2025-WS-16**

INTRODUCED BY MAYOR

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND  
SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND  
DECLARING AN EMERGENCY**

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

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

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

**SECTION 1.** Council hereby authorizes the employment of Tom Liotta as Finance Clerk.

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

**SECTION 3.** Tom Liotta, as Finance Clerk, shall work Full-Time at (40) hours per week and be compensated at a rate of eighteen and 00/100 Dollars (\$18.00) per hour.

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

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

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

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

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

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

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

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

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

**POSTING CERTIFICATE**

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

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

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



### Job Description – Exhibit A

Position Title: Finance Clerk  
Employee Name: Tom Liotta  
Scheduled Work Hours/Days: Full time, 40 hours per week  
Reports To: Finance Director  
Location: Village Hall  
Pay Scale: \$18 per hour

- Assist Finance Director with ongoing projects
- Communicate with vendors, customers and colleagues
- Greet visitors and accept deliveries
- Answer incoming calls direct to appropriate designation
- Assisting other administrative staff with overflow work
- Research old files and information request
- Collect monies from residents for: Field trips, Summer Camp, Snowplow Permits, Various Event Classes, Etc.
- Organize projects such as gathering information by letter or email
- Photocopy and scan documents as needed
- Open and sort mail
- Organize and print calendars for events
- Schedule appointments for Oakwood Bus Riders

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

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

**ORDINANCE NO. 2025-WS-28**

INTRODUCED BY

**AN EMERGENCY ORDINANCE AMENDING THE REBATE  
PROGRAM FOR RECREATION FACILITY MEMBERSHIP  
FEES ESTABLISHED BY ORDINANCE NO. 2011-05**

**WHEREAS**, the Village of Oakwood has been continuously seeking ways to increase the recreational opportunities for its residents; and

**WHEREAS**, the Village of Oakwood does not presently operate an indoor recreation facility; and

**WHEREAS**, Oakwood Village residents are required to pay membership fees should they wish to use indoor recreation facilities; and

**WHEREAS**, the Council of the Village of Oakwood deems it advisable to provide a rebate of membership fees for the use of indoor recreation fees to its residents upon submission of proof, satisfactory to the Oakwood Director of Finance, that they have paid the applicable membership fee; and

**WHEREAS**, all Oakwood Village residents seeking to obtain this rebate shall adhere to all rules and procedures as promulgated by the Oakwood Director of Finance:

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

**SECTION 1.** The Village of Oakwood hereby establishes a program providing Oakwood Village residents who have joined and paid the fees to be members of any indoor recreation facility located within Cuyahoga or Summit County rebates of membership fees actually incurred up to the equivalent membership fees set forth in Schedule A, attached hereto and expressly made a part hereof by reference.

**SECTION 2.** The rebate as provided in Section 1 hereof shall be paid to the eligible Oakwood Village resident within thirty (30) days of the submission of proof of the applicant's residency in Oakwood by way of a current driver's license, Ohio identification card, current utility bills or other proof satisfactory to the Oakwood Director of Finance as well as proof that they have paid the applicable membership fee for the use of the qualifying recreation facility.

**SECTION 3.** Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue vouchers in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the General Fund.

**SECTION 4.** Ordinance 2011-05 be and hereby is repealed.

**SECTION 5.** This Ordinance is hereby declared to be an emergency measure necessary for the



immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the immediate necessity to expand recreational activities for the residents of Oakwood, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

Erica Nikolic, President of Council

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

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

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

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

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

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

#### **POSTING CERTIFICATE**

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

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

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

## **SCHEDULE A**

### **MEMBERSHIP PACKAGES**

Family: Husband and wife with up to 2 children or head of household with up to 3 children, (*Children who are age 6 to 18 and still in High School*) and children under the age of 6 are FREE with adult member.

|                             |       |
|-----------------------------|-------|
| Yearly Membership           | \$350 |
| Six (6) months              | \$210 |
| Extra fee per member over 4 | \$20  |

#### **Single**

|                   |       |
|-------------------|-------|
| Yearly Membership | \$275 |
| Six (6) months    | \$150 |

**Senior/Disabled: Senior age 60 and over. Disabled eligibility must have proof of permanent disability**

|                   |       |
|-------------------|-------|
| Yearly Membership | \$115 |
| Six (6) months    | \$80  |

**Student: Children age 10 to 18 (and in High School) years of age**

|                   |       |
|-------------------|-------|
| Yearly Membership | \$125 |
| Six (6) months    | \$85  |

**ORDINANCE NO.: 2025-WS-43**

INTRODUCED BY: MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

**Section 1:** There shall be submitted to the electors of the Village of Oakwood, Ohio, on the date of the regular election to be held on the 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-45**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **POSTING CERTIFICATE**

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

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

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



# COMMUNITY GARDEN

## REGISTRATION, WAIVER AND RELEASE

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

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

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

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

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

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

### ..... COMMUNITY GARDEN RULES AND REGULATIONS .....

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

### EXPECTATIONS OF GARDENERS

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



NAME \_\_\_\_\_

# \_\_\_\_\_

**FEES, DATES AND ASSIGNMENT OF PLOTS**

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

**OAKWOOD COMMUNITY GARDEN RELEASE OF ALL CLAIMS**

I, \_\_\_\_\_, residing at the Oakwood

address of \_\_\_\_\_

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

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

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

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

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

Gardener's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY**

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

☐ Check Check #: \_\_\_\_\_

☐ Visa/Mastercard Card #: \_\_\_\_\_

☐ Cash

**VERIFIED RESIDENCY (staff initials):** \_\_\_\_\_

**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 (⅔) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_  
Eloise Hardin, President of Council

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

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

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

\_\_\_\_\_  
Erica Nikolic, Mayor

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

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

### **POSTING CERTIFICATE**

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

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

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

## **EXHIBIT 1**

### **PURCHASE AGREEMENT**

***THIS AGREEMENT*** is made and entered as of the last date of execution specified below, by and between the *Village of Oakwood, Ohio*, a political subdivision of the State of Ohio organized and existing pursuant to Title 7 of the Ohio Revised Code, hereinafter referred to as SELLER, and *James A. Palladino Trust*, hereinafter referred to as PURCHASER.

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

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

3. SELLER shall furnish a Warranty Deed conveying to PURCHASER, or nominee, a marketable title to the Property free and clear of all liens and encumbrances whatsoever, except: (a) restrictions of record and any reservations and easements created in conjunction with such restrictions (b) zoning ordinances, if any; and (c) taxes and assessments, both general and special, not yet due and payable, for the current half of the taxable year and thereafter. The said Warranty Deed shall contain a deed restriction limiting the use of the Property to residential purposes absent agreement in writing by Seller.

4. SELLER shall furnish a Title Guaranty in the amount of the purchase price, as evidence of assurance that there has been conveyed to PURCHASER, or nominee, the title required to be conveyed hereunder. Should PURCHASER desire, it may obtain a Fee Policy of Title Insurance, so long as it pays the increased premium due because of such additional coverage.

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

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

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

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

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

PURCHASER shall pay the following: (a) any real estate transfer tax; (b) attorney fees incurred to prepare the Warranty Deed; (c) the escrow fee; (d) all fees and costs incident to filing the deed; (e) costs of any inspections requested by PURCHASER; and (f) the additional premium cost for the Owner's Fee Title Insurance Policy, if desired;

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

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

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

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

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

12. The Property is being sold in its condition "AS IS". PURCHASER understands that SELLER does not plan to conduct their own inspection of the Premises and are under no duty to discover any defects prior to sale. PURCHASER further stipulates

that there have been no express or implied representations, warranties or statements concerning the condition of said premises, the value of same, the improvements thereon, the use that can be made of said premises, or anything concerning same other than what is included in this written Purchase Agreement.

13. Time is of the essence of this Agreement. In the event PURCHASER fails to make any payment of the purchase price promptly when the same shall become due as herein specified, or promptly to perform any covenant or agreement herein contained, SELLER may elect to specifically enforce this Agreement, or to terminate this Agreement and to retain as liquidated damages any payments theretofore made hereunder by PURCHASER.

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

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

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

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

**TO SELLER:** Mayor Gary Gottschalk  
24800 Broadway Ave.  
Oakwood Village, OH 44146

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

**TO BUYER:**

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

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

***SELLER:***

**VILLAGE OF OAKWOOD, Ohio**

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
**ERICA NIKOLIC, MAYOR**

***PURCHASER:***

**JAMES A. PAALADINO TRUST**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
By: \_\_\_\_\_  
(Title)



**ORDINANCE NO. 2025-WS-56**

INTRODUCED BY: MAYOR

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Eloise Hardin, President of Council

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

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

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

\_\_\_\_\_  
Erica Nikolic, Mayor

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

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

**POSTING CERTIFICATE**

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

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

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

October 24, 2025

**Personal & Confidential**

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

Job Order Number: 03310-0013320708

Dear Brian,

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

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

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

Sincerely,

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

## GENERAL CONDITIONS OF ASSIGNMENT

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

|                                |   |
|--------------------------------|---|
| <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>Cash Handling and Other Financial Transactions and Activities:</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>Workplace Safety:</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>Government Contracts:</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>Operation of Vehicles and Equipment:</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>Claims:</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>                         | <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.   |
| <b>Time Report</b>                       | 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. |
| <b>Overtime</b>                          | 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.  |
| <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> | <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.   |
| <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

**ORDINANCE NO. 2025-WS-57**

INTRODUCED BY MAYOR AND COUNCIL AS WHOLE

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

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

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

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

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

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

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being the need to efficiently handle public records requests , therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

\_\_\_\_\_  
Eloise Hardin, President of Council

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

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

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

\_\_\_\_\_  
Erica Nikolic, Mayor

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

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

#### **POSTING CERTIFICATE**

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

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

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



## **PUBLIC RECORDS - POLICY AND PROCEDURE**

### **Introduction:**

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

### **Section 1. Public Records**

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

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

### **Section 2. Procedure**

Public records requests shall be handled as follows:

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

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

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

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

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

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

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

### **Section 3. Record Requests**

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

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

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

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

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

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

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

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

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

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

#### **Section 4. Costs for Public Records**

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

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

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

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

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

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

## **Section 5. E-mail**

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

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

## **Section 6. Records Disposal Policy**

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

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

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

ORDINANCE 2025-WS-58

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN  
ADDENDUM AGREEMENT TO COMPLETE A CERTAIN AGREEMENT  
FOR THE PURCHASE OF PROPERTY WITHIN THE VILLAGE DATED  
SEPTEMBER 25, 2019 BETWEEN THE VILLAGE AND JAMES  
VACCARINA**

**WHEREAS**, the Village and James Vaccarina executed a certain Agreement of Purchase and Sale dated September 25, 2019 attached hereto as Exhibit 1A whereby Vaccarina transferred to the Village title to property more fully described in said Exhibit 1A (hereinafter "Agreement"); and,

**WHEREAS**, efforts by the Village to market the said property for development pursuant to the terms of said Agreement have not resulted in a sale to date; and,

**WHEREAS**, the said Agreement has twice been extended at a per diem rate of \$10.96, the last extension having expired on August 23, 2023; and

**WHEREAS**, Vaccarina has agreed that the obligations of the Village under the said Agreement may be fully discharged and he will forego any claims to the property under the Agreement or otherwise in exchange for the payment of Sixty-five thousand and 00/100 Dollars (\$65,000.00) plus accumulated per diem payments at the rate of \$10.96 from August 24, 2023 to the date that payment is made; and

**WHEREAS**, Council has determined that it is in the interest of the Village to maintain control of and title to the said property on the terms set forth hereinabove;

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

**SECTION 1.** That the Mayor is authorized to enter into the Addendum to Agreement of Purchase and Sale substantially in the form attached hereto and incorporated herein as Exhibit 1.

**SECTION 2.** There is hereby appropriated a sum up to and including Seventy-five thousand and 00/100 Dollars (\$75,000.00) to effectuate the agreements described in said Exhibit 1.

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that it is to the advantage of the Village to pay the sums set forth in Exhibit 1 at the earliest possible date in order stop the accumulation of per diem payments necessary to carry out the agreements contained in said Exhibit 1, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Ordinance shall

be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

\_\_\_\_\_  
Eloise Hardin, President of Council

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

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

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

\_\_\_\_\_  
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 - 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

### ADDENDUM TO AGREEMENT OF PURCHASE AND SALE

Now come the undersigned parties to the Agreement of Purchase and Sale dated September 25, 2019 ("the Agreement"), a copy of which is attached hereto and incorporated herein as "*Exhibit A*," who hereby agree as follows:

1. Seller acknowledges the receipt of the sum of \$ \_\_\_\_\_ composed of the Agreement's purchase price of Sixty-five Thousand and 00/100 Dollars (\$65,000.00) for "the property" described in "Exhibit A" plus a per diem amount of Ten and 96/100 Dollars (\$10.96) from August 24, 2023.

2. In consideration of the foregoing payment, the parties acknowledge and agree that all obligations that they may have to one another under the foregoing Agreement are hereby satisfied and that all title to the property that is the subject of the Agreement shall remain with Purchaser free and clear of any claims by Seller under the Agreement or otherwise.

Village of Oakwood, Ohio, Purchaser

\_\_\_\_\_  
James Vaccarina, Seller

by: \_\_\_\_\_  
Erica Nikolic, Mayor

Approved as to Legal Form:

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



EXHIBIT "A"

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale ("Agreement") is made effective the 25<sup>th</sup> day of Sept. 2019, by and between James Vaccarina (the "Seller"), and Oakwood Village, Ohio (the "Purchaser").

WHEREAS, the Seller is the owner of certain real property identified in the records of the Cuyahoga County, Ohio Fiscal Officer as Parcel Identification No. 795-19-035, which real property is more particularly described in Exhibit 1 attached hereto (the "Property"); and

WHEREAS, the Seller wishes to sell and the Purchaser wishes to buy the Property upon certain terms described hereinafter;

NOW, THEREFORE, the Purchaser and the Seller agree as follows:

1. Recitals. The recitals are hereby incorporated by reference as though fully set forth and rewritten herein, and the affirmative statements made in the recitals are hereby ratified and confirmed.

2. Property. The Purchaser agrees to buy and the Seller agrees to sell, for the consideration provided for in Article 3 and upon the terms and subject to the conditions set forth in this Agreement, the Property together with all structures, fixtures and improvements thereon and all easements, rights, privileges, hereditaments and appurtenances belonging thereunto.

3. Consideration for Sale. The purchase price to be paid by the Purchaser to the Seller for the Property shall be the sum of One and 00/100 Dollar (\$1.00) as well as the mutual promises contained hereinafter and other good and valuable consideration. The purchase price shall be paid by Purchaser at Closing in cash, bank or cashier's check, or wire transfer, after taking into consideration any deposit and adjustments for closing costs and pro-rations as specified herein. Any deposit made by the Purchaser shall be refunded to Purchaser if this Agreement is terminated in accordance with Articles 4 or 6 herein or if the Closing fails to occur as a result of the Seller's default. Seller shall retain the deposit if the Agreement is terminated for any other reason.

4. Due Diligence. Purchaser shall have a period of forty-five (45) days from the effective date of this Agreement to obtain approvals of such governmental and quasi-governmental authorities and to conduct and obtain such tests, surveys, studies, reports and inspections in order to determine in its reasonable discretion if the Property is suitable for the Purchaser's acquisition (the "Due Diligence Period"). The cost of obtaining such approvals and of conducting and obtaining such tests, surveys, studies, reports and inspections and in determining the suitability of the Property shall be the sole responsibility of the Purchaser. The Seller shall provide to the Purchaser reasonable access to the Property so that the Purchaser may conduct its due diligence. If any tests, surveys, studies, reports and inspections disclose any condition unacceptable to the Purchaser, then the Purchaser shall deliver written notice to the Seller, and Seller, at its sole option, may remedy the condition to which the Purchaser has objected. In the event that the Seller is unwilling or unable to cure any objection made by the Purchaser within forty five (45) days after receipt of the Purchaser's notice, the Purchaser may, by written notice to the Seller, either (i) terminate this Agreement, at which time the parties shall be released from all further obligations under this Agreement, or (ii) waive such condition and proceed to purchase the Property. If the Purchaser has not notified the Seller of any unacceptable condition during the Due Diligence Period, then



any such condition shall be deemed to be waived by the Purchaser. The Purchaser must substantially restore the Property to its original condition after the tests, surveys, studies and inspections are conducted.

5. Title Company and Escrow Agent. Guardian Title, with an address of 1120 Chester Ave, Cleveland, OH 44114, is hereby designated as the Title Company and escrow agent in connection with this transaction. An executed copy of this Agreement shall be deposited with the Title Company by Seller, and this Agreement shall serve as the escrow instructions.

6. Status of Title to Property. Purchaser shall procure an Owner's policy of title insurance for the Property for not less than \$65,000.00. Within twenty eight (28) days following the date of this Agreement, the Purchaser shall, at its sole cost, procure a title commitment for the Property prepared by the Title Company and provide a copy to the Seller along with any recorded documents referenced in the commitment. Purchaser shall also procure and deliver to the Seller a survey and legal description of the Property, certified to Purchaser and the Title Company in form and substance sufficient to permit the Title Company to issue the title policy with the so-called "Survey Exceptions" removed from such policy together with such other certification of the surveyor as may be required by Purchaser. The survey shall satisfy the most recent "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys". The survey shall include a metes and bounds description of the Property which, upon approval by the Title Company, Purchaser and the Cuyahoga County Ohio Tax Map Department shall be deemed to constitute the legal description of the Property. The Purchaser shall notify the Seller of its objection to any matter shown in the commitment and survey not later than the expiration of the Due Diligence Period. If the Seller is unable or unwilling to remove any such objections prior to the Closing, then Purchaser's sole remedy shall be either to (a) terminate this Agreement, at which time the parties shall be released from all further obligations under this Agreement, or (b) waive the objections and accept such title as the Seller is able to convey without abatement of the purchase price. If Purchaser has not notified the Seller of any objections during the Due Diligence Period, then any such condition shall be deemed to be waived by Purchaser.

At the Closing, the Seller shall furnish the Purchaser and the Title Company with a seller's affidavit as to mechanic's and materialmen's liens, persons in possession of the Property, and similar title matters required by the Title Company. The Purchaser shall update the title commitment for the Property to the date of Closing. If such update shows any exceptions not previously shown on the title commitment for the Property, then the Purchaser shall have the right to object to any such additional exception. If the Purchaser does so object to such additional exception, then the Seller shall either (a) cure or remove the additional exception prior to Closing or (b) notify the Purchaser that the Seller is unable or unwilling to cure or remove the exception. If the Seller notifies the Purchaser that the Seller is unwilling or unable to remove such additional exceptions, or if the Seller otherwise fails to cure such additional exceptions prior to the Closing, then the Purchaser may either terminate this Agreement or waive the title objection and proceed with the Closing on the purchase of the Property.

7. Property Condition. Within ten (10) days following the date of this Agreement, Seller shall deliver to Purchaser such of the following as are in the possession of Seller related to the Property: environmental and EPA reports, wetlands reports, existing building drawings, site improvement drawings and utility tie in locations. The Seller makes no representation, covenant or warranty whatsoever, express or implied, regarding: (i) the Property, including, without limitation, the Property's compliance with the requirements of any law, rule, specification or contract pertaining thereto; (ii) any reports, drawings, documents or other information provided by the Seller related to the Property; (iii) the applicable zoning requirements; (iv) the propriety of any proposed uses or the continuation of uses thereof, former or present; (v) the title thereto and the condition thereof; (vi) the legal description of the Property and the boundary lines; or (vii) the physical or sub-surface condition thereof.

8. Personal Property. At any time prior to the Closing, the Seller reserves the right to remove from the Property, and thereby not include in the conveyance thereof, any and all movable equipment, furniture, draperies, carpeting (including padding), playground equipment, and other personalty and fixtures, whether affixed to the Property or the structures located on the Property or otherwise. If the Seller fails to remove any such item prior to the Closing date, those items remaining on the Property shall be included as part of the Property sold and conveyed to the purchaser. The Seller waives any right to thereafter remove those items from the Property, and the purchaser agrees to accept them.

9. Taxes, Assessments and Utilities. Seller shall promptly pay when due all real property taxes on the Property for all years prior to the year of Closing. Real property taxes shall be prorated at Closing based on the net general taxes for the current year, if known, otherwise on the basis of the net general taxes for the preceding year at the rate of one hundred percent (100%) thereof, which proration shall be final. Seller shall pay at Closing the prorated amount of all special assessments affecting the Property then due and payable as of Closing. The Seller will pay utility charges relating to the Property up to, but not including, the date of the Closing.

10. Closing. The closing for the purchase of the Property shall be completed not later than forty-five (45) days following the expiration of the Due Diligence Period or on such earlier date as both parties agree (the "Closing"). The Seller shall, at the Closing, convey title to the Property to the Purchaser by quitclaim deed.

11. (Deliveries at Closing.

A. At Closing, the Seller shall deliver the following documents and instruments: (1) the Seller's duly signed quitclaim deed conveying the Property to the Purchaser; and (2) such items and documents as may be necessary for the Title Company to complete the Closing.

B. At Closing, the Purchaser shall deliver the following documents and instruments: (1) the purchase price and all other costs listed in this Agreement to be paid by Purchaser; and (2) such items and documents as may be necessary for the Title Company to complete the Closing.

C. The Purchaser shall be responsible for the following costs:

- a) the fee for filing the deed for record;
- b) the entire escrow fee;
- c) the cost of the title exam and the cost of an Owner's Fee Policy of title insurance;
- d) the county transfer tax and the state conveyance fee; and
- e) other routine costs normally charged to both purchasers and sellers in this county.

12. Notices. Notices required hereunder shall be in writing and shall be deemed to have been given from the time of receipt by the addressee if delivered in person or sent by facsimile or courier or as of the third business day after deposit in the United States mail, postage prepaid for registered or certified mail. Notices shall be directed to the Seller and the Purchaser at the following addresses:

To the Seller: James Vaccarina  
11135 Heath Rd.  
Chesterland, OH 44026

With a copy to: Gerald J. Patronite  
2778 SOM Ctr. Rd. Ste. 201  
Willoughby Hills, Ohio 44094-9152

To the Purchaser: Village of Oakwood, Ohio  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146  
Attention: The Honorable Gary V. Gottschalk, Mayor

With a copy to: Village of Oakwood, Ohio  
34305 Solon Rd., Ste. 100  
Cleveland, OH 44139  
Attention: James A. Climer, Director of Law

13. Entire Agreement. All understandings and agreements made heretofore between the Seller and the Purchaser are merged into this Agreement, including any Exhibits hereto, which fully and completely expresses the agreement between the parties and the same is entered into after full investigation, neither party relying upon any statement, representation, agreement or understanding, oral or written, not set forth in this Agreement or an addendum hereto signed by the parties.

14. Broker. The parties hereby represent to one another that neither of them has dealt with any real estate brokers. The parties hereby agree to be responsible for claims made by any real estate broker, agent or finder who brought about and/or participated in the sale and purchase of the Property on its behalf.

15. Default.

A. If the Seller fails to proceed to Closing by reason of default, Purchaser shall have the right to terminate this Agreement by notifying the Seller of such termination and to pursue additional remedies at law or equity that may be available to the Purchaser.

B. If Purchaser fails to proceed to Closing by reason of default, the Seller shall have the right to terminate this Agreement by notifying Purchaser of such termination and to pursue additional remedies at law or equity that may be available to the Seller.

16. Benefit. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, personal and legal representative and assigns.

17. Law. This Agreement shall be governed by the laws of the State of Ohio. Any legal proceedings related to this Agreement shall be brought in the Court of Common Pleas in the County where the Property is located, Ohio, except when the U.S. District Court for that County is determined to have exclusive jurisdiction.

18. Calculation of Time. If any time period under this Agreement expires on a day which is not a Business Day, the time period shall be extended to the next day that is a Business Day. As used herein, a "Business Day" is any day other than a Saturday, Sunday or legal holiday observed by the State of Ohio.

19. Risk of Condemnation or Casualty Pending Closing. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, prior to Closing, either (a) condemnation or eminent domain proceedings shall be commenced by any public authority, other than the Village of Oakwood, Ohio, against the Property, or any part thereof, or if Seller shall receive notice of any pending or threatened condemnation or eminent domain proceedings; or (b) the Property or any part of the Property shall be damaged by fire or other casualty, then, in either such event, Seller shall give Purchaser immediate written notice thereof accompanied by reasonable supporting documentation. After any such notice is received by Purchaser, Purchaser shall have the option to: (i) accept the Property and proceed to Closing subject to the proceedings or casualty (as applicable), whereupon any awards or insurance proceeds (as applicable) shall be paid to Purchaser, and Seller hereby assigns to Purchaser all of Seller's right, title, and interest in and to any such awards or insurance proceeds (as applicable); or (ii) terminate this Agreement and receive a full refund of the deposit, whereupon the parties shall have no rights, duties, or obligations hereunder, except those specifically stated herein to survive termination of this Agreement.

20. Taxes and Assessments. Purchaser shall pay any taxes and assessments that accrue during the period in which Purchaser holds title to the Property.

21. Sale of Property to Third Party.

A. Within 14 days following the Closing, the Purchaser shall offer the Property for sale to interested third party developers. Upon sale of the Property, Seller shall receive all proceeds of the sale less the sums payable by Seller as set forth hereinabove but, in no event, shall the net proceeds paid to Seller be less than Sixty-five thousand and 00/100 Dollars (\$65,000.00), triple net, absent Seller's prior written consent. Other than the foregoing, Purchaser will not directly or indirectly sell, lease, transfer or convey the Property or any portion thereof; grant any rights, easements, covenants, mortgages, encumbrances or liens with respect to the Property; or enter into any agreements which would materially and adversely affect the Property or the title thereto without first obtaining Seller's consent with respect thereto, which consent will not be unreasonably withheld.

B. While it holds title to the Property, Purchaser may, at its own expense, demolish the existing building, canopy, paved areas and other structures or improvements and grade the areas where the demolition has occurred so as to match the contours of the remainder of the Property. It is agreed that demolition of the foregoing structures will enhance the value of the Property and that Purchaser shall not be liable to Seller for any damages as a result of any such demolition. Purchaser shall not otherwise change the contours of the Property without prior written consent from the Seller.

C. If, at the end of eighteen (18) months following the Closing, the Property remains unsold by the Purchaser, the Seller may, at its option, enter and terminate the estate conveyed to the Purchaser and Purchaser shall re-convey the Property to Seller by limited warranty deed warranting that Purchaser has not caused or suffered any encumbrances to be placed on the Property during the term of its ownership. The costs of such conveyance shall be borne by the Parties as set forth in Paragraph 11 C hereinabove.

D. The deed of conveyance from the Seller to the Purchaser shall contain language expressing the requirements of this Paragraph 20.

22. Purchaser's Use, Alterations and Duties During its Ownership.

A. Prior to any re-conveyance of the Property by Purchaser to Seller, Purchaser shall demolish all buildings and structures on the Premises in a good and workmanlike manner in accordance with all state, local and county regulations.

B. Upon any re-conveyance to Seller, the Property shall be properly graded and "seeded," and free from standing water, surface rocks, and debris. Any subsurface foundation materials shall be removed and utility conduits and lines shall be cut and capped at the right of way boundary. All public utilities "tie-in" points shall be accessible for "routine tap-ins at the street" and their location shall be clearly field-marked. The Property's "topography" shall remain flat, without swales and embankments and other alterations which would impede or materially add to the cost of any future construction. Any imported soil shall be free from any new subsurface or surface "manmade material" (debris)"

C. No proprietary use maybe conducted from the Property during Purchaser's ownership such as, but not limited to, commercial storage or leasing, temporary or seasonal private sales, advertising for proprietary purposes such as billboards, and the like. Purchaser may, however, advertise the property as "for sale" and plant flowers or shrubbery.

23. Legal Status.

A. Purchaser shall not perform any act, whether directly or indirectly, to change the existing commercial zoning or use classification of the Property unless such change is approved in advance in writing by Seller which shall not be unreasonably withheld.

B. During Village of Oakwood's ownership, Seller Vaccarina's ownership and use rights as of the date of this Agreement shall be deemed preserved, tolled, and suspended as a matter of law, and be "an estoppel" against Purchaser, as if "grandfathered," at law and in equity.

C. Purchaser shall not encumber the Property with any new easements, reservations, restrictions, covenants or liens during its ownership without the prior written consent of Seller.

24. Purchaser's Due Diligence Reports.

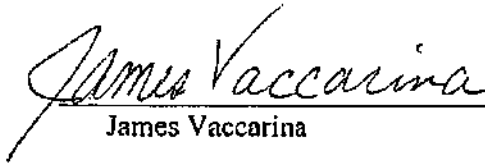
In the event the Property is re-conveyed to Seller, upon Seller's request he shall receive from Purchaser copies of any and all reports and documentation such as soil analyses, surveys, zoning applications, site plans, utility information and any related information obtained or compiled by Purchaser concerning the Property. This provision constitutes consideration payable by Purchaser to Seller as an inducement to Seller's entering into this Agreement. Seller has a propriety interest in "the Reports" if the Property is re-conveyed to Seller (i. e., if Purchaser does not sell to a third party).

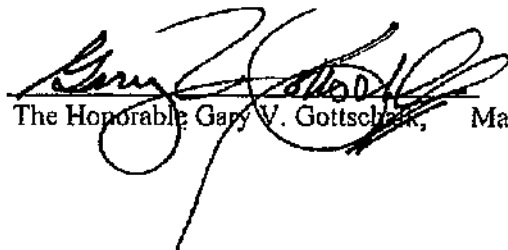
25. Interpretation.

This Agreement shall be construed as "interpretation neutral" as if drafted by both parties in the event of any ambiguity in any term or provision.

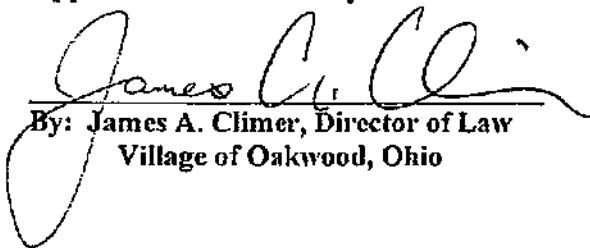
The parties on the effective date hereinabove set forth have signed this Agreement in duplicate, intending that each be deemed an original.

**VILLAGE OF OAKWOOD, OHIO**

  
James Vaccarina

By:   
The Honorable Gary V. Gottschick, Mayor

Approved as to Form only:

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

795-19-035 8/21/2017 2:54:00 P

VACCARINA, JAMES

Sale: \$ 41,266.00 Fiduciary Deed

Conv. \$ 186.20 LUC: 4520 Ex:

Rpt: F-00212017-1 Surety Title Agency, Inc.

829380

CUYAHOGA COUNTY FISCAL OFFICER

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 2  
DEED 8/21/2017 2:59:12 PM  
**201709210643**

## Fiduciary's Deed

Statutory Form Ohio Revised Code Section 5302.09

KNOW ALL MEN BY THESE PRESENTS THAT FRANK VACCARINA, Executor of the Estate of PAUL VACCARINA in the Cuyahoga County Probate Court, by the power conferred by the Last Will and Testament, and every other power, for full consideration paid, grants with fiduciary covenants to JAMES VACCARINA; whose tax mailing address is 11135 Heath Road, Chesterland, Ohio 44026, the following Real Property located at 24098 Broadway Avenue, Oakwood Village, Ohio 44146:

Situated in the Village of Oakwood, County of Cuyahoga and State of Ohio:

Being Sublot No. 21-A in the Bedford Farm Homes Subdivision No. 1, being a part of Original Bedford Township Lot Nos. 88 and 89 as shown by the recorded plat in Volume 129, Pages 7 and 8 of Cuyahoga County Map Records, and bounded and described as follows: Beginning at an iron pin in the southwesterly line of Broadway (100 feet wide), which line bears North 43° 20' 30" West along the southwesterly line of Broadway, and which pin is located a distance of 175.04 feet from the southeasterly corner of Sublot No. 21-A; thence North 43° 20' 30" West along the Southwesterly line of Broadway a distance of 197.32 feet to an iron pin (and which iron pin is the point of intersection of the Easterly line of Macedonia Road (60 feet wide) with the southwesterly line of Broadway (100 feet wide); thence South 0° 15' 0" East along the Easterly line of Macedonia Road a distance of 189.49 feet to an iron pin; thence Northeasterly a distance of N 71° 08' 20" E., 142.24 feet in a straight line to the place of beginning per survey dated 6/30/55 by Bauer Survey Co., by S. A. Bauer, Registered Surveyor No. 53, be the same more or less, together with all rights and appurtenances whatsoever thereunto belonging and all buildings and improvements thereon erected or installed.

Permanent Parcel No. 795-19-035

Surety Title Agency, Inc.

Order No.: 17-309T

Escrow No.: 17-309T

Executed this 22 day of August, 2017.

GRANTOR:

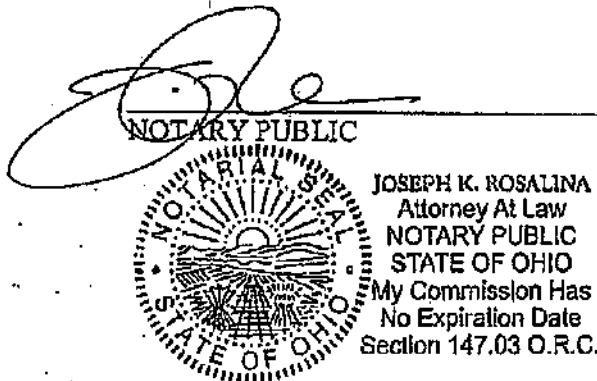
Frank A. Vaccarina  
FRANK VACCARINA, Executor of the  
Estate of PAUL VACCARINA

STATE OF OHIO       )  
                              ) ss.  
CUYAHOGA COUNTY    )

The foregoing instrument was acknowledged before me this 22 day of August 2017, by FRANK VACCARINA, Executor of the Estate of PAUL VACCARINA. 2017

(SEAL).

This Instrument Prepared By:  
Joseph K. Rosalina, Esq.  
RUSSO, ROSALINA & CO., L.P.A.  
6656 Ridge Road  
Parma, OH 44129  
440-843-8400





**AMENDED RESOLUTION NO. 2025-37**

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **POSTING CERTIFICATE**

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

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

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

## ADDENDUM

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

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

**SELLER:**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
Date

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

APPROVED AS TO LEGAL FORM

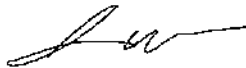
\_\_\_\_\_  
James A. Climer  
Law Director, Village of Oakwood, Ohio

**PURCHASER:**

**J Wall Homes, LLC**

8/21/2025

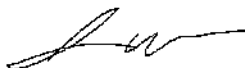
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
(Title)

**PURCHASER:**

8/21/2025

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Johannah Wallace

**AMENDED RESOLUTION NO. 2025-38**

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

**SECTION 2.** The Clerk of Council be and is hereby authorized and directed to refer the attached proposed amended Resolution No. 2025-38 to the planning Commission for report and recommendation pursuant to Charter Sec. 10.02 (C) and the Codified Ordinances of the Village.

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

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

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

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

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

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

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

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

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

### **POSTING CERTIFICATE**

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

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

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

## ADDENDUM

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

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

**SELLER:**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
Date

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

APPROVED AS TO LEGAL FORM

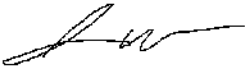
\_\_\_\_\_  
James A. Climer  
Law Director, Village of Oakwood, Ohio

**PURCHASER:**

**J Wall Homes, LLC**

8/21/2025

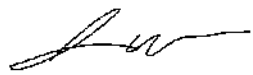
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
(Title)

**PURCHASER:**

8/21/2025

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Johannah Wallace



**AMENDED ORDINANCE NO. 2025-39**

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-028 AND 795-08-029**

**WHEREAS**, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 and 795-08-029; and,

**WHEREAS**, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-08-028 and 795-08-029 (hereinafter "the Property a diagram of which is attached hereto as Exhibit 2) to J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter "Purchaser") to be developed and maintained as a single-family residence property; and,

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

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

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

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

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

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

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

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing amended Ordinance No. 2025-39 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that amended Ordinance No. 2025-39 was duly posted on the \_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

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

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

**EXHIBIT "1"**

**PURCHASE AGREEMENT**

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

1. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate with appurtenances, located in the Village of Oakwood, County of Cuyahoga and State of Ohio: one vacant parcel of property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 consisting of approximately .155 acres total, and Permanent Parcel No. 795-08-029 consisting of approximately .138 acres total, (hereinafter the "Property"). The Property shall include the land, all appurtenant rights, privileges and easements in their present condition "as is".

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

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

consent of the Village of Oakwood.

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

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

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

1) the consolidation of the Property into a single parcel designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 or other such Permanent Parcel No. as the Cuyahoga County Fiscal Officer sees fit.

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

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

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

remove said defect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

executors, administrators and assigns.

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

**SELLER**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
DATE

by: \_\_\_\_\_  
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

**PURCHASER**

April 16 2025

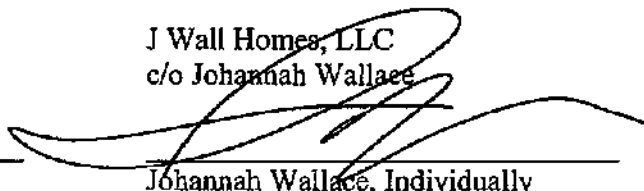
\_\_\_\_\_



DATE

April 16 2025

J Wall Homes, LLC  
c/o Johannah Wallace

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

DATE

Johannah Wallace, Individually



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



# CUYAHOGA COUNTY, *Ohio*

## MyPlace

Exhibit 2

Search

City Entire County 

Search By

☐ Owner☒ Parcel☐ Address

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



Search Results

View Map

### PROPERTY DATA

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

### TAXES

Tax By Year

Pay Your Taxes Online

### LEGAL RECORDINGS

Get a Document List

### ACTIVITY

Informal Reviews

Board of Revisions Cases







<https://myplace.cuyahogacounty.gov/Nzk1MDgwMig=?city=OTk=&searchBy=UGFyY2Vs&searchData=Nzk1MDgwMigqfCBPQUtXT09EIFZJTExBR0U...> 2/2

## ADDENDUM

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

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

**SELLER:**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
Date

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

APPROVED AS TO LEGAL FORM

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

**PURCHASER:**

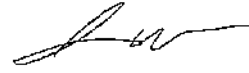
**J Wall Homes, LLC**

8/21/2025

\_\_\_\_\_

Date

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



(Title)

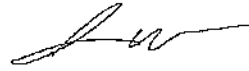
**PURCHASER:**

8/21/2025

\_\_\_\_\_

Date

\_\_\_\_\_



Johannah Wallace



**ORDINANCE NO. 2025-40**

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 AND 795-08-031**

**WHEREAS**, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-030 and 795-08-031; and,

**WHEREAS**, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-08-030 and 795-08-031 (hereinafter "the Property a diagram of which is attached hereto as Exhibit 2) to J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter "Purchaser") to be developed and maintained as a single-family residence property; and,

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

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

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

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

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

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

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

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2025-40 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2025-40 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

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

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

EXHIBIT "1"

**PURCHASE AGREEMENT**

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

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

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

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

consent of the Village of Oakwood.

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

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

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

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

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

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

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



remove said defect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

executors, administrators and assigns.

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

**SELLER**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
DATE

by: \_\_\_\_\_  
Gary Gottschalk, Mayor


APPROVED AS TO LEGAL FORM

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

**PURCHASER**

April 16 2025

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
J Wall Homes, LLC  
c/o Johannah Wallace

April 16 2025

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

DATE

Johannah Wallace, Individually

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




# CUYAHOGA COUNTY, *Ohio*

## MyPlace

Exhibit 2

Search

City Entire County Search By ☐ Owner ☒ Parcel ☐ Address

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



Search Results

View Map

### PROPERTY DATA

General Information

Transfers

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Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

### TAXES

Tax By Year

Pay Your Taxes Online

### LEGAL RECORDINGS

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### ACTIVITY

Informal Reviews

Board of Revisions Cases







## ADDENDUM

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

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

**SELLER:**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
Date

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

APPROVED AS TO LEGAL FORM

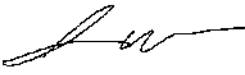
\_\_\_\_\_  
James A. Climer  
Law Director, Village of Oakwood, Ohio

**PURCHASER:**

**J Wall Homes, LLC**

8/21/2025

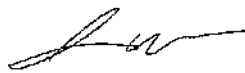
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
(Title)

**PURCHASER:**

8/21/2025

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Johannah Wallace



**AMENDED RESOLUTION NO. 2025-41**

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2025- 41 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2025-41 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

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

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

## ADDENDUM

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

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

**SELLER:**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
Date

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

APPROVED AS TO LEGAL FORM

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

**PURCHASER:**

**J Wall Homes, LLC**

8/21/2025

Date

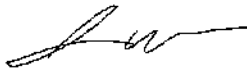
By: 

(Title)

**PURCHASER:**

8/21/2025

Date

  
Johannah Wallace

**AMENDED ORDINANCE NO. 2025-42**

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-09-043**

**WHEREAS**, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-09-043; and,

**WHEREAS**, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-09-043 (hereinafter "the Property a diagram of which is attached hereto as Exhibit 2) to J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter "Purchaser") to be developed and maintained as part of his driveway to his single-family residence property; and,

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

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

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

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

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

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

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

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing amended Ordinance No. 2025-42 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that amended Ordinance No. 2025-42 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

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

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

**EXHIBIT "1"**

**PURCHASE AGREEMENT**

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

1. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate with appurtenances, located in the Village of Oakwood, County of Cuyahoga and State of Ohio: one vacant parcel of property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-09-043 consisting of approximately .115 acres total, (hereinafter the "Property"). The Property shall include the land, all appurtenant rights, privileges and easements in their present condition "as is".

2. PURCHASER agrees to pay for said Property the sum total of Fifteen Thousand Dollars (\$15,000.00).

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

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

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

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

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

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

8. The Escrow Agent shall charge to SELLER and pay out of the purchase price the following: (a) amount due to discharge any lien encumbering the property and the cost of recording the cancellation thereof; (b) any amount due PURCHASER by reason of prorations; and (c) the amount of any special assessments payable by SELLER. SELLER shall also pay directly all utility charges to the date of filing the deed for record.



PURCHASER shall pay the following: (a) any real estate transfer tax; (b) attorney fees incurred to prepare the Warranty Deed; (c) the escrow fee; (d) all fees and costs incident to filing the deed; (e) costs of any inspections requested by PURCHASER; (f) all escrow and other fees associated with the closing; and (g) the premium cost for the Owner's Fee Title Insurance Policy, if desired;

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

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

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

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

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

12. PURCHASER stipulates that there have been no express or implied representations, warranties or statements concerning the condition of said premises, the value of same, the improvements thereon, the use that can be made of said premises, or anything concerning same other than what is included in this written Purchase Agreement.

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

14. This Agreement shall not be assigned by either party hereto without the

express written consent of the other.

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

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

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

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

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

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

**SELLER**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
DATE


by: \_\_\_\_\_  
Gary Gottschalk, Mayor

**APPROVED AS TO LEGAL FORM**


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

**PURCHASER**

\_\_\_\_\_  
April 24, 2025  
DATE

\_\_\_\_\_  
  
J Wall Homes, LLC  
c/o Johannah Wallace

\_\_\_\_\_  
April 24, 2025  
DATE

\_\_\_\_\_  
  
Johannah Wallace, Individually

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



# CUYAHOGA COUNTY, *Ohio* MyPlace

Exhibit 2

Search

City  

Search By ☐ Owner ☒ Parcel ☐ Address



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

## PROPERTY DATA

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[Transfers](#)

[Values](#)

[Land](#)

[Building Information](#)

[Building Sketch](#)

[Other Improvements](#)

[Permits](#)

[Property Summary Report](#)

## TAXES

[Tax By Year](#)

[Pay Your Taxes Online](#)

## LEGAL RECORDINGS

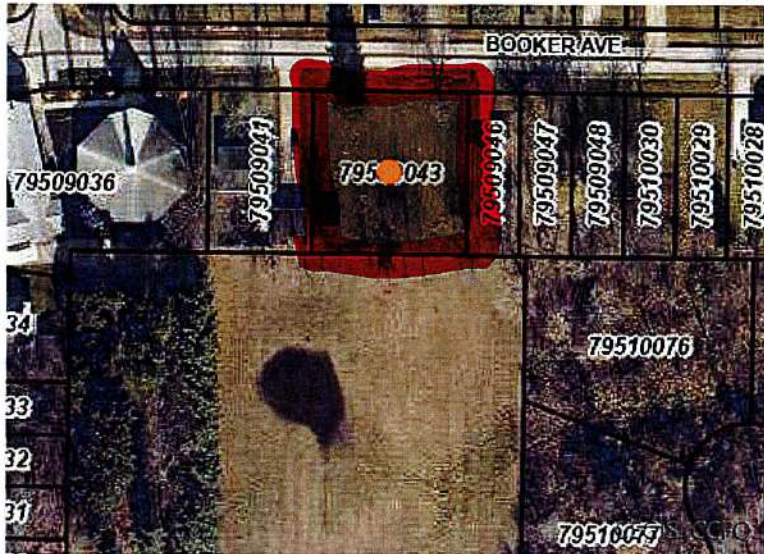
[Get a Document List](#)

## ACTIVITY

[Informal Reviews](#)

[Board of Revisions Cases](#)





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

Top

Go To Full Map

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

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

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

THANK YOU

## ADDENDUM

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

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

**SELLER:**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
Date

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

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
James A. Climer

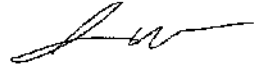
Law Director, Village of Oakwood, Ohio

**PURCHASER:**

**J Wall Homes, LLC**

8/21/2025

Date

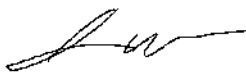
By:  \_\_\_\_\_

(Title)

**PURCHASER:**

8/21/2025

Date

  
\_\_\_\_\_

Johannah Wallace



**ORDINANCE NO. 2025-76**

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

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

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

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

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

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

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

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that two police patrol vehicles are required equipment for the Police Department to continue to provide for the safety of the citizens of Oakwood and it is necessary for the Village to place an order with Montrose Ford, Inc. at the earliest possible time to expedite delivery of the vehicles to the extent possible, therefore, provided it receives two-thirds ( $\frac{1}{2}$ ) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.



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

\_\_\_\_\_  
Eloise Hardin, President of Council

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

Presented to the

Mayor: \_\_\_\_\_

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

\_\_\_\_\_  
Mayor, Erica Nikolic

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2025-76 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2025 -76 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

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

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

Contract # RS1023078

(PAGE 1 of 2)

**2026 INTERCEPTOR (3.3L V-6)**

Item # 1-1

Order No:                     

OAKWOOD PD

FIN# QH160

K8A 4DR AWD POLICE  
.119" WHEELBASE**PLEASE SELECT  
YOUR CAR COLOR  
ON PAGE 2**9 CLTH BKTS/VNL R  
W EBONY500A EQUIP GRP  
.AM/FM STEREO W/SYNC  
425 50 STATE EMISS  
55F KEYLESS - 4 FOB (now STD equip)  
PLUS ALL ITEMS IN GREEN ON PAGE 2

The items to the left are how the car  
was quoted and that is this price below.  
Any additional options added will  
increase this price.

STATE CONTRACT VEHICLE Subtotal \$ 44,000.00**FORD FACTORY VSO (Vehicle Special Order) LIGHTING** (used for all other color combinations other than RED/BLUE)

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CHOOSING ANY ITEMS BELOW WILL INCREASE THE ABOVE SUBTOTAL

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



STANDARD PU WHEEL



WHITE WHEEL (65L)



PAINTED WHEEL (64E)

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

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

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

QUOTED 7/17/2025  
ORDERED

ACCEPTED BY:

Date:

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

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

**RESOLUTION NO. 2025-78**

**INTRODUCED BY COUNCIL AS A WHOLE**

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF  
JUDITH J. MAJI**

**WHEREAS**, Judith J. Maji a longtime resident of Oakwood Village, has sadly passed away Sunday, November 16<sup>th</sup>, 2025, at the age of 84; and

**WHEREAS**, Judith was born on May 31<sup>st</sup>, 1941 in Cleveland, OH; and

**WHEREAS**, Judith worked as a bus driver for the Bedford City Schools and loved animals; and

**WHEREAS**, Judith was a member of the Faith Fellowship Church in Macedonia, OH. She was also a member of the Lady Bible Study group at the church; and

**WHEREAS**, Judith was married to Jack Maji for forty-six (46) wonderful years. Judith was a devoted wife, mother, and grandmother; and

**WHEREAS**, Judith was preceded in death by her son Timothy. Judith is survived by her husband Jack Maji; children Lisa Gradert (Mark), Andrew Krecek (Susan), John Krecek (Nancy), Christopher Maji, Victoria Taki (Quinn), and Lawrence Maji; and grandchildren Nickalas Gradert, Benjamin Gradert, Andrew James (AJ) Krecek, Logan Krecek, Kayah Taki, Kira Taki, and Kamiko Taki; and

**WHEREAS**, Judith was a true fighter and will be truly missed by everyone.

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

**SECTION 1.** The Village Council and Mayor wish to express their most sincere condolences to the family of Judith J. Maji 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 Judith J. Maji.

**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. 2025-78 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. 2025-78 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 JUDITH J. MAJI



**WHEREAS**, Judith J. Maji a longtime resident of Oakwood Village, has sadly passed away Sunday, November 16<sup>th</sup>, 2025, at the age of 84; and

**WHEREAS**, Judith was born on May 31<sup>st</sup>, 1941 in Cleveland, OH; and

**WHEREAS**, Judith worked as a bus driver for the Bedford City Schools and loved animals; and

**WHEREAS**, Judith was a member of the Faith Fellowship Church in Macedonia, OH. She was also a member of the Lady Bible Study group at the church; and

**WHEREAS**, Judith was married to Jack Maji for forty-six (46) wonderful years. Judith was a devoted wife, mother, and grandmother; and

**WHEREAS**, Judith was preceded in death by her son Timothy. Judith is survived by her husband Jack Maji; children Lisa Gradert (Mark), Andrew Krecek (Susan), John Krecek (Nancy), Christopher Maji, Victoria Taki (Quinn), and Lawrence Maji; and grandchildren Nickalas Gradert, Benjamin Gradert, Andrew James (AJ) Krecek, Logan Krecek, Kayah Taki, Kira Taki, and Kamiko Taki; and

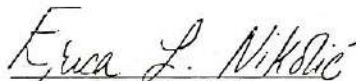
**WHEREAS**, Judith was a true fighter and will be truly missed by everyone.

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

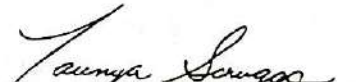
**SECTION 1.** The Village Council and Mayor wish to express their most sincere condolences to the family of Judith J. Maji and hope that the fond memories of such a wonderful, caring person comfort them in their loss.

**SECTION 2.** The Clerk is hereby authorized to present a copy of this resolution to the family of Judith J. Maji.

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


  
Mayor Erica L. Nikolic

  
Council President Eloise Hardin

  
Councilperson Ward 1 Tanya Scruggs

  
Councilperson Ward 2 Yvonne Evans-Warren

  
Councilperson Ward 3 Paggie Matlock

  
Councilperson Ward 4 Mary Davis

  
Clerk of Council, Tanya A. Joseph



## **RESOLUTION NO. 2025-79**

**INTRODUCED BY COUNCIL AS A WHOLE**

### **A RESOLUTION OF CONDOLENCES TO THE FAMILY OF CAROLYN T. ALLEN**

**WHEREAS**, Carolyn T. Allen a longtime resident of Oakwood Village, has sadly passed away Saturday, November 1<sup>st</sup>, 2025, at the age of 91; and

**WHEREAS**, Carolyn was born on September 30<sup>th</sup>, 1934 in Raleigh, West Virginia to William and Frances Wood Taylor. She was the youngest of four daughters, affectionately known as “the Taylor girls”; and

**WHEREAS**, Carolyn spent her early childhood in a coal camp in Raleigh, where her father worked as a coal miner. At age six the family moved to Beckley, West Virginia; and

**WHEREAS**, Carolyn attended school in Beckley, West Virginia and became active in the Glee Club, N.H.A., Hall Monitors, and Advanced Commercial Class. She completed her studies at Cleveland College; and

**WHEREAS**, Carolyn began working at General Motors where she met her future husband Leroy Allen Sr. Their love story began in the company cafeteria- she cleaned his table, and he sold her a raffle ticket. A few playful calls later, they were inseparable. Carolyn and Leroy got married January 27<sup>th</sup>, 1953, and made their home in Cleveland, Ohio. Over the years she worked for several companies before retiring from Davis Can Company in the early 1990s; and

**WHEREAS**, Together, Carolyn and Leroy built a warm, welcoming home in the Cape Cod Estates of Oakwood Village. Their home was filled with love and pride. Their beautifully maintained property earned recognition in the “Bright and Beautiful Block” contest from 1976 through 1984, and later they served as contest judges, inspiring others in their community; and

**WHEREAS**, In 1991, Carolyn began studying the Bible with Jehovah’s Witnesses and was baptized on July 17<sup>th</sup>, 1993. Her deep faith brought her great joy, and she loved hosting the Meeting for Field Service in her home and sharing her hope with others; and

**WHEREAS**, Carolyn was known for her kind heart and gentle spirit. She was also famous for her sweet tooth- especially her homemade pound cake with caramel icing, which she lovingly shared with family and friends. In her later years, she found special joy in visits from her beloved “grand-puppy”, Mandy, whose companionship always brightened her days; and

**WHEREAS**, Carolyn was preceded in death by her beloved husband Leroy Allen, Sr.; two of their children Leroy Allen Jr. and Carolyn L. Ruffin; her sisters Jane Ellison, Willa Berger, and May Frances “Tiny” Taylor; and Son-in-law Wayne Prowell; and

**WHEREAS**, Carolyn leaves behind a loving family who will forever cherish her memory, her daughter Tanya Prowell, Son Marlon Lee Allen; Daughter-in-law Patricia Allen; Son-in-law Jesse J. Ruffin Sr.; Cousin Kenneth Booker; Grandchildren Natricia, LeRoyal, Pierce, Carmen(Marcus), Tosha(Dwayne), Jesse Jr.(Carolyn), Chanel(Allen), Robert(India), and Mi-lin. Along with a host of great-grandchildren, great-great-grandchildren, and many dear nieces and nephews who will forever treasure her love and legacy.

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

**SECTION 1.** The Village Council and Mayor wish to express their most sincere condolences to the family of Carolyn T. Allen 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 Carolyn T. Allen.

**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. 2025-79 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. 2025-79 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 CAROLYN T. ALLEN

**WHEREAS**, Carolyn T. Allen a longtime resident of Oakwood Village, has sadly passed away Saturday, November 14, 2025, at the age of 91; and



**WHEREAS**, Carolyn was born on September 30<sup>th</sup>, 1934 in Raleigh, West Virginia to William and Frances Wood Taylor. She was the youngest of four daughters, affectionately known as "the Taylor girls"; and

**WHEREAS**, Carolyn spent her early childhood in a coal camp in Raleigh, where her father worked as a coal miner. At age six the family moved to Beckley, West Virginia; and

**WHEREAS**, Carolyn attended school in Beckley, West Virginia and became active in the Glee Club, N.H.A., Hall Monitors, and Advanced Commercial Class. She completed her studies at Cleveland College; and

**WHEREAS**, Carolyn began working at General Motors where she met her future husband Leroy Allen Sr. Their love story began in the company cafeteria- she cleaned his table, and he sold her a raffle ticket. A few playful calls later, they were inseparable. Carolyn and Leroy got married January 27<sup>th</sup>, 1953, and made their home in Cleveland, Ohio. Over the years she worked for several companies before retiring from Davis Can Company in the early 1990s; and

**WHEREAS**, Together, Carolyn and Leroy built a warm, welcoming home in the Cape Cod Estates of Oakwood Village. Their home was filled with love and pride. Their beautifully maintained property earned recognition in the "Bright and Beautiful Block" contest from 1976 through 1984, and later they served as contest judges, inspiring others in their community; and

**WHEREAS**, In 1991, Carolyn began studying the Bible with Jehovah's Witnesses and was baptized on July 17<sup>th</sup>, 1993. Her deep faith brought her great joy, and she loved hosting the Meeting for Field Service in her home and sharing her hope with others; and

**WHEREAS**, Carolyn was known for her kind heart and gentle spirit. She was also famous for her sweet tooth- especially her homemade pound cake with caramel icing, which she lovingly shared with family and friends. In her later years, she found special joy in visits from her beloved "grand-puppy", Mandy, whose companionship always brightened her days; and

**WHEREAS**, Carolyn was preceded in death by her beloved husband Leroy Allen, Sr.; two of their children Leroy Allen Jr. and Carolyn L. Ruffin; her sisters Jane Ellison, Willa Berger, and May Frances "Tiny" Taylor; and Son-in-law Wayne Prowell; and


**WHEREAS**, Carolyn leaves behind a loving family who will forever cherish her memory, her daughter Tanya Prowell, Son Marlon Lee Allen; Daughter-in-law Patricia Allen; Son-in-law Jesse J. Ruffin Sr.; Cousin Kenneth Booker; Grandchildren Natricia, LeRoyal, Pierce, Carmen (Marcus), Tosha (Dwayne), Jesse Jr. (Carolyn), Chanel (Allen), Robert (India), and Mi-lin. Along with a host of great-grandchildren, great-great-grandchildren, and many dear nieces and nephews who will forever treasure her love and legacy.

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


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

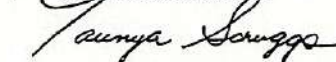
**SECTION 2.** The Clerk is hereby authorized to present a copy of this resolution to the family of Carolyn T. Allen.

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

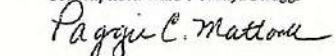
  
Mayor Erica L. Nikolic

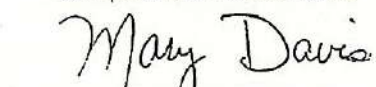
  
Council President Eloise Hardin

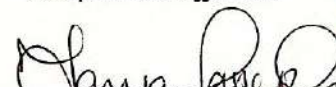
  
President Pro-Tem Norman Bliss

  
Councilperson Ward 1 Taunya Scruggs

  
Councilperson Ward 2 Yvonne Evans-Warren

  
Councilperson Ward 3 Paggie Matlock

  
Councilperson Ward 4 Mary Davis

  
Clerk of Council Tanya A. Joseph



**RESOLUTION NO. 2025-80**

**INTRODUCED BY COUNCIL AS A WHOLE**

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF  
WILLIE W. HINTON**

**WHEREAS**, Willie W. Hinton has sadly passed away Thursday, November 13<sup>th</sup>, 2025, at the age of 79; and

**WHEREAS**, Willie was born on December 10<sup>th</sup>, 1945, in Praco, Alabama to the late Willie W. II and Buhlar Hinton. He was the fourth of ten siblings and the eldest son; and

**WHEREAS**, Mr. Willie Walter Hinton III, a United States Army Veteran, highly respected business leader, devoted husband, and loving father and grandfather, lived a life exemplifying dedication, service, love and benevolence; and

**WHEREAS**, Willie, recognized for his extensive and highly successful career in retail management, was recruited to manage Sam's Club in Oakwood Village, where he remained until his retirement in 2016; and

**WHEREAS**, Willie became part of the Blue Coat Legacy, receiving The Sam M. Walton Award of Excellence, the highest individual honor within Sam's Club, reflecting the kind of leader others aspire to be, one grounded in respect, service, and excellence; and

**WHEREAS**, Willie embodied the characteristics of a Good Samaritan, giving and serving others, including providing shoes, coats, and whatever else was needed to help students in the community; and

**WHEREAS**, Willie, as manager of Sam's Club in Oakwood Village, entrusted to distribute grant funds, was able to support the needs of various eligible and deserving non-profit organizations within the City of Solon and the Greater Cleveland community; and

**WHEREAS**, Willie, because of his benevolence and deep commitment to others, was honored with the Key to the City of Oakwood Village in 2006; and

**WHEREAS**, Willie was honored by the late mayor of Oakwood Village, Gary Gottschalk, when he declared Tuesday, March 28, 2006, "Willie Hinton Day"; and

**WHEREAS**, Willie was preceded in death by his parents, beloved wife, Betty, and his siblings; he leaves to cherish his memory his loving children, Lisa (Kyo) and Willie IV; his grandchildren, Chandler and Blake; his siblings, a host of nieces, nephews, friends, neighbors, colleagues, and loved ones.

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

**SECTION 1.** The Village Council and Mayor wish to express their most sincere condolences to the family of Willie W. Hinton III 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 Willie

W. Hinton III.

**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. 2025-80 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. 2025-80 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 WILLIE W. HINTON III



WHEREAS, Willie W. Hinton has sadly passed away Thursday, November 13<sup>th</sup>, 2025, at the age of 79; and

WHEREAS, Willie was born on December 10<sup>th</sup>, 1945, in Praco, Alabama to the late Willie W. II and Buhlar Hinton. He was the fourth of ten siblings and the eldest son; and

WHEREAS, Mr. Willie Walter Hinton III, a United States Army Veteran, highly respected business leader, devoted husband, and loving father and grandfather, lived a life exemplifying dedication, service, love and benevolence; and

WHEREAS, Willie, recognized for his extensive and highly successful career in retail management, was recruited to manage Sam's Club in Oakwood Village, where he remained until his retirement in 2016; and

WHEREAS, Willie became part of the Blue Coat Legacy, receiving The Sam M. Walton Award of Excellence, the highest individual honor within Sam's Club, reflecting the kind of leader others aspire to be, one grounded in respect, service, and excellence; and

WHEREAS, Willie embodied the characteristics of a Good Samaritan, giving and serving others, including providing shoes, coats, and whatever else was needed to help students in the community; and

WHEREAS, Willie, as manager of Sam's Club in Oakwood Village, entrusted to distribute grant funds, was able to support the needs of various eligible and deserving non-profit organizations within the City of Solon and the Greater Cleveland community; and

WHEREAS, Willie, because of his benevolence and deep commitment to others, was honored with the Key to the City of Oakwood Village in 2006; and

WHEREAS, Willie was honored by the late mayor of Oakwood Village, Gary Gottschalk, when he declared Tuesday, March 28, 2006, "Willie Hinton Day"; and

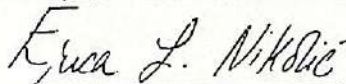
WHEREAS, Willie was preceded in death by his parents, beloved wife, Betty, and his siblings; he leaves to cherish his memory his loving children, Lisa (Kyo) and Willie IV; his grandchildren, Chandler and Blake; his siblings, a host of nieces, nephews, friends, neighbors, colleagues, and loved ones.

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

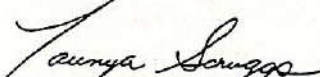
SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Willie W. Hinton III and hope that the fond memories of such a wonderful, caring person comfort them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Willie W. Hinton III.

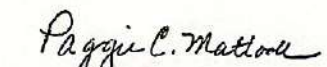
SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

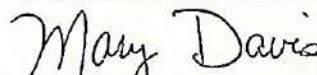
  
Mayor Erica L. Nikolic

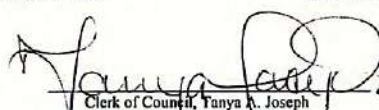
  
President Eloise Hardin

  
Councilperson Ward 1 Taunya Scruggs

  
Councilperson Ward 2 Yvonne Evans-Warren

  
Councilperson Ward 3 Paggie Matlock

  
Councilperson Ward 4 Mary Davis

  
Clerk of Council, Tanya A. Joseph



**VILLAGE OF OAKWOOD  
WORK SESSION MEETING MINUTES  
2025-2-11**

**ATTENDANCE**

|                        |                              |
|------------------------|------------------------------|
| Eloise Hardin, Ward 2  | Matt Jones, Village Engineer |
| Taunya Scruggs, Ward 1 |                              |
| Paggie Matlock, Ward 3 |                              |
| Mary Davis, Ward 4     |                              |
| Candace Hill, Ward 5   |                              |

**ABSENT**

|                                     |  |
|-------------------------------------|--|
| Erica Nikolic, President            | Tom Haba, Service Director             |
| Johnnie Warren, President Pro Tem   | Mark Garratt, Police Department        |
| Ross Cirincione, Prosecutor         | James Climer, Law Director             |
| Sam O'Leary, Assistant Law Director | Gary V Gottschalk, Mayor               |
| Brian Thompson, Finance Director    | Carlean Perez, Recreation Director     |
|                                     | Daniel Marinucci, Chief Bldg. Official |
|                                     | Dave Tapp, Fire Department             |

*\* Arrived after roll call*

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**Meeting opened at 6:13pm by Hardin**

**Pledge of Allegiance**

**Roll Call taken**

**Hardin:** We have just the one department head. Matt, is there something you wanted to discuss with us? **Jones:** Sure, previous couple of weeks, it was asked of me to go back and take a look at the pavement condition ratings that we had previously done. I don't have a full update as yet, but I did confirm that, and I didn't realize this because of the timing of me taking over for Ed, we had completed a village-wide pavement condition rating report just prior to 2024, so it was late 2023. We have what I would consider to be very current data on the roads. What I did was I went through and updated the roads that have been done since then. It's mostly county roads, but then also Fair Oaks and First Place, which was a local [inaudible]. **Hill:** I'm sorry, just quickly, are you saying we have that here or you're going to give it to us? **Jones:** I do have that, and I can distribute it to you. I have it and I can pass it around. I actually just finished making these updates half an hour ago, so we do have some data of how the roads rank in relation to each other. Now that's not always necessarily the best way to decide which road gets done next, right? For example, it's no surprise that the lowest three rated streets are Suwanne, Mistletoe and Arbutus, nobody's going to be surprised by that. **Hardin:** Are you saying you're going to give us those after you finish or is the councilwoman asking for them now? **Jones:** I'll distribute it at some point after the meeting. I just wanted to kind of open a discussion about it. **Hardin:** I just wanted to address her concerns. **Jones:** Understood. Again, it'll be no surprise that Suwanne,

Mistletoe, and Arbutus are the three lowest rated streets in the village. I've already had a discussion with the mayor about making an upgrade to Arbutus this year, something similar to what was done on Lincolnville a few years ago, that treatment was relatively low cost to the [inaudible]. Lincolnville is actually one of the higher rated streets now. So, you know, we would look to do something similar to that. Mistletoe and Suwanne are a whole other discussion. I don't know if this is the time to discuss what, if anything, should be done on those two streets. **Davis:** Mistletoe and Suwanne, those are just, you mean so many holes? I don't remember... **Jones:** Suwanne is not even open. And mistletoe has one house on it, I'm not sure that it makes a lot of sense to think about making upgrades to either of those. **Davis:** So, for the one house, is that like a blacktop just to that house right now, or we don't have gravel, or what? **Jones:** That's how Suwanne is right now. There's a couple of houses at the far ends of it. You can get to those houses; the roads are in really bad shape. We can talk about those little sections that need to be done. Again, Mistletoe I don't think has any houses on it. It might have one. That's a bigger decision. Arbutus on the other hand is a street that has a number of homes on it and that street is in very bad condition and should be updated. A recommendation I'll make this year is that we do a project to update Arbutus this summer the way Lincoln was updated a few years ago. **Davis:** And how was that done, may I ask? Lincolnville, Because I don't even know how it was [inaudible]. Did you strip it? **Jones:** It's called asphalt pulverization. Basically, you kind of rubberize the road and then you come back through and level it out with a grater and put a new layer of asphalt on top. So, it ends up getting resurfaced, it's just a different way of dealing with the base. Rather than trying to patch the base and overlay it which is the more traditional way to do it, that road is really too far gone for that, so my opinion is that we would probably pulverize and overlay it. The exact treatment we don't know yet, but it would be my recommendation that we do something like that. **Matlock:** can I ask my question? On Arbutus, that's CMHA, correct? **Jones:** A number of homes on Arbutus are CMHA, but not all. **Matlock:** Okay. But we don't need any type of federal or state funding for that since it's federal housing? **Jones:** For the roads, no. **Davis:** Is that part of the driveway, or is that just the road? **Jones:** We were always looking at doing the road and not anybody's private driveway. **Hill:** And do you have access to the records for how much we spent on Lincolnville? Can you get that to us? **Davis:** Yeah, how much did it cost? **Jones:** I do have that information and I'm going to put together a more formal estimate for Arbutus using the same technique. Prices have obviously changed a lot in the time since then, your unit costs have gone up, but I'll have an estimate for Arbutus. And I can also tell you what Lincolnville cost at that time, just for a frame of reference. Yes, I do have that information, or at least I have access to that information. I will send this data to council and let all of you take a look at it and decide what you want your priorities to be beyond that. The one that I wanted to definitely make sure we move forward with is Arbutus, because I feel very strongly that road is in need of assistance. **Davis:** So, you went back? Because I remember seeing the report. **Jones:** Yeah, so basically, I have the same report that was distributed to you in 2023. I just updated it to take care of some of the roads that are either were done in the last year or are going to be done this year. So we know for sure Broadway, Tryon, the rest of Oak Leaf, those roads. **Davis:** The

other question I had was how was Arbutus rated in the ratings? I mean, were there any other streets that were rated the same as Arbutus or is Arbutus the worst of our...? I remember seeing it, but I can't tell you what it said because it's been a long time since I've seen it. **Jones:** Arbutus' rating is the third lowest in the village. The only two roads that rated lower are Mistletoe and Suwanee. Other roads that rated close to Arbutus, Blackburn, is roughly in the same ballpark, a little bit higher. **Matlock:** You said Blackburn? **Jones:** Yes, Blackburn. And again, until we did First Place, it was ranked right around that same level. That's being updated now. The northern end of First Place that we haven't completed yet is still ranked down at the bottom. **Hardin:** Where's Blackburn again? **Jones:** That is off of Rock Lane back by the senior center. **Matlock:** All right, I got to kind of mixed up about that. Blackburn, Blackwell. **Jones:** Oh no, Blackwell is actually pretty high on the list. So, I just wanted to let you know that this process is going. I will definitely make a recommendation about Arbutus, and I will distribute this information. I can get it to the council clerk. **Hill:** I'm not sure where it will take place, but I would like to reopen the conversation about Suwanee, the residents have been asking about that for some time. And so, whatever a possible plan could look like? **Jones:** So, one possible option there. We're already going to be in the neighborhood doing Arbutus. I would say you do have a couple of houses on it that should have access to a road that functions. You could give some consideration to just paving the sections up to their houses. You have one house that's relatively close to Lampson, Kentucky is up the road on the other end of that, so you could pave those two sections and just leave the other part still closed. There's really no need to be able to drive through it. You have Mistletoe and Arbutus down there just a block away. So, my recommendation would be to just do those little sections and not worry about the part in the middle. **Hill:** Do you know why the part in the middle is blocked off? Why is it not open? **Jones:** It's in such bad condition that it's not drivable, it's been locked off for ten plus years. **Hill:** Is it correct to assume that whatever you could do to the ends you would have to do far more to that middle piece? **Jones:** It would just be a lot. It would be more expensive than doing Arbutus, I think. And again, there's really no need to have that middle section. **Matlock:** If I'm not mistaken, did someone buy a lot over there that they're anticipating and building over on Suwanee? I could've sworn some girl called. **Davis:** I thought it was Mr. Fouche? **Matlock:** No, there was some lady who called and said she purchased a lot and she said she was building a home. Would that affect us as far as when that road... You know, maybe we just have to look into it deeper. **Jones:** That's a bigger discussion. I'm not aware of anybody wanting to build back there currently on that particular street. **Davis:** Now emergency-wise, if a squad or something had to come to these two houses, can they get to these houses? **Jones:** They can get there. **Davis:** Okay, I want to make sure all these...And Mistletoe too? **Jones:** They can get there. **Hardin:** Is water and sewer on all of these streets? **Jones:** There is no water or sewer on Mistletoe, Suwanee does have water and sewer. I just wanted to let you know that was coming. I started taking a look at budget numbers for some of the other projects that are coming up this year, I don't have anything ready to present today other than just my initial look at everything. One thing that I would like to make everybody aware of is that with the upcoming Broadway project, the way the bids came in on that, the construction cost



to the village is trending towards being zero right now. So that's good news. We had six digits of some sort, I don't have the exact number in front of me, budgeted at one point for what the village's share of that project after all other funding is exhausted was going to be. The construction cost estimate for that we last worked up in 2024 was \$2.8 million. The contract actually came in at \$2 million. So, it came in 800,000 out below estimate and we do have OPWC funding on that. We have funding through NOACA, actually NOACA's funding 80% of the project, so we were looking at ways to fund the other 20%. We were able to get OPWC funds for a portion of that. Between those two funding sources, because of how low the bids came in, it's trending towards, our construction cost on that for the village, being zero. I have to confirm that, but that's where it's looking now. There is still going to be a little bit more expense to the village just for engineering. Basically, just my costs to coordinate the projects on behalf of the village, because again, the county's administering this project. It is very similar to Forbes Road, the same type of thing. There will be some billing to the village, but very minimal. Nowhere near the level that we had once anticipated, so that's good news. **Hardin:** This is Tryon to Richmond, right?

**Jones:** That is correct, Tryon to Richmond. **Matlock:** No, you're talking about Broadway.

**Jones:** That's correct, Broadway between Tryon and Richmond. **Davis:** What about the end of Richmond? The end of that thing that we're supposed to be doing with Twinsburg and Willow and us? Is that going to be finished? Because they started working and then they stopped working. **Jones:** I don't have a good update on that right now because we're not administering the project and I don't have real-time updates on it. But what we're hoping to do as far as the phases of our project is we're hoping to complete the eastern end of the job. So, the end closest to that first, get that out of the way and hopefully then they can come in after and do their part. So, the way it's looking right now we'll actually be done before they start. We have some flexibility with how we phase the Broadway project; we're going to split it into two phases. We'll do it east of Pettibone and, well, I don't want to call it south or east. I always say south of Pettibone and north of Pettibone, that's how we're splitting it. The contract doesn't specify which site gets done first. So, I'm going to work with the county and ideally, we'd like to do the far and the southern/eastern end first, get that out of the way because that also then there will be less of an impact to traffic during the busy season. They're really busy in the spring and early summer. We'd like to be working on the other part at that time if possible. **Davis:** So, we have to close both lanes?

Whether going north or going south, it will be closed during this time? **Jones:** They'll be working out one side at a time. How it gets phased, we're still working through the logistics of that. Again, the construction will be done in two phases, they'll either be working past Pettibone or between Tryon to Pettibone, not both. **Hardin:** What's taking so long to get started? Because we've been talking about this for quite a while, the turnaround at Richmond there and Broadway.

**Jones:** I'm actually not the best person to answer that because I'm not administering it. I believe Twinsburg is the lead agent on that, so I'm not sure what the holdup is on it. **Hardin:** Most of ours is already done, Isn't it? We don't have to go down that road, move on. **Jones:** Everything up to the intersection, yes. I don't really have a good update on that. Then the other bigger project, other than the ones that are ongoing, which obviously Oak Leaf was suspended for the



year, that will be coming back in the spring. We already know about that. That job, again, very little if any cost to the village when it's all said and done. The next phase of Tryon is the other one that we're currently planning. We did receive OPWC funding for that, we received CBG and CDSG funds for that and we've also received County 5051. So, we have all three of those funding sources. We'll still probably have some contribution by the village because County 5050 kicks in last. Once you've exhausted your other funding options, they come in and fund 50% of whatever's left over. The way it's trending right now, the amount that's not funded by CDBG, CDFG, OPWC, that's about \$200,000. The county will split that with us, 50-50. So, we're looking at about \$100,000, unless the project comes in underestimate, then at that point it will drop. So right now, \$100,000 at the high end is what the village would be on the hook for to do the rest of Tryon. **Hardin:** Now, Oak Leaf is? **Jones:** Oak Leaf is the southbound one, the west side of the freeway. **Hardin:** What are you doing there? **Jones:** That project is concrete repairs and an asphalt overlay. That starts right where the freeway on-ramp begins and it runs from there to Oak Leaf Oval, so not quite all the way to Alexander. The little section from Alexander to Oak Leaf Oval would be a future project that we'll be looking to get outside funds for. **Davis:** So, did we get any response from Walton Hills for help doing that section? **Jones:** We're not there yet. I know the mayor is very interested in getting Walton Hills to help with the cost of that, I think he's been in contact with Chris Romaine to try to get the county to help facilitate that discussion. It's in the early stages, we're not quite there yet. Right now, we're just... We do have the other portion of the job from Oak Leaf Oval to the freeway onramp. ARPA funds took care of a big chunk of that, and we also had OPWC funding as well on that. That job is almost entirely paid for by outside funds. **Hardin:** Where's this third lane coming in the mayor's been talking about? **Jones:** So, what the mayor wants, and that's what we're talking about, the other part which is not currently funded, that's the section of Oak Leaf Oval to Alexander. He'd like to have a southbound right turn lane added there, which I agree, that would really help the efficiency of that intersection. It's going to be a very expensive third lane. If you're ever on that section of road and you're coming up on Alexander, take a look to the right and see how fast that drops off. There's going to be a significant amount of earthwork that's going to have to be done in order to widen that embankment enough to fill up their lane. It's not going to be an inexpensive project, it's something that we'll seek outside funds for. **Hardin:** As the engineer, it's no secret what's going on over in Walton Hills. If they can continue to develop that land with the warehousing, then we're going to be in trouble. **Jones:** I think that's the reason why the mayor has reached out to Romaine and the same reason why I will continue to seek additional funds. Hopefully it can be done without any cost or with minimal cost to the village. We do have our own use for that section of road, so I think the village should expect to pay something, but I think that it's a regional issue as far as you're saying. A lot of the traffic that's there and a lot of potential traffic growth in that area is actually outside the village. **Hardin:** Are we sure that we're going to be involved in all of the planning as that region is developed? **Jones:** Officially, no. But my company is the village engineers and Walton Hills as well, so I get to hear as things come up, we do have an ear on the ground on this. But are we part of the planning that's happening on Walton

Hill's properties, no, not officially. **Hardin:** But we should never have to worry about them coming in... Never mind, go ahead. **Jones:** No, I understand, really that's about it. Everything else is pretty much It's just going to be a matter of what do you want to have local funds put towards, beyond these things that we're committed to. I wanted to go through the list of things that we're committed to so you know what your discretionary funds will be. **Davis:** We'll write them down, we're ready. I was going to ask you though, is that including those sewers on Alexander [inaudible] that you were going to [inaudible]? **Jones:** That's funded through a completely separate source of money, so I'm not going to discuss that now. **Davis:** I do want to hear about that soon because it was supposed to be in 2025, these people with their septic tanks were supposed to be getting sewers put in. **Jones:** That is still on target to be constructed in 2025. **Davis:** And Garden Road? **Jones:** Garden Road is also on target. **Jones:** So those are all things that we will be working through. Alexander, we're hoping to get that started this year, potentially 2026, but we're hoping to make it this year. **Davis:** Because the residents, one that came that wanted to talk with the mayor and he was promised by 2025 it would be fixed because their septic tank is completely broke. **Jones:** We know, we're trying to get that through as quick as we can. We're working through an outside agency on that since that's a regional sewer district. We're administering the contract, but the funding comes through regional approvals coming through them. It's a little bit more of a slow process, but we're still working through it. **Hill:** I know you work with a number of communities. Can you put together or provide us, so for instance, I know Brooklyn, they put 84% for their general revenue. And then another 9% they put towards roads and the repairs, they'll meet and they set that aside. What are some possible recommendations for what we could do? These roads have to be repaired. We know for the residential ones we don't get any funding, so how do we prepare for having money so that we can do these projects instead of avoiding and waiting? **Jones:** I can certainly ask around to see what different communities do. Speaking of the ones that I know the most about, I was a city engineer in Brunswick for ten years, I'm still the assistant there. Brunswick does have a road levy that they use to fund a portion of their projects. They're a pretty big city, they're 20-some square miles and that levy only generates about \$850,000 a year. It's not covering their annual needs, so they are contributing general fund dollars to that program every year. I don't know the percentages of their overall budget because I'm not privy to the whole budget in Brunswick or anywhere, frankly. I'm not a finance expert, so reading budgets probably isn't the best thing I can do. I know how much money is given to us as a budget to do projects. And Brunswick puts \$3 million a year aside to do work on local roads, then they also will set aside additional funds beyond that to be matching funds for OPWC and things like that. But I can certainly look, Brooklyn is a community we represent. Maybe the better examples would be towns more of the size of Oakwood that we represent. Walton Hills, for example, I could find its data. **Matlock:** Now Matt, that \$100,000 you said that we're abruptly going to come up against when we try to do Tryon to Broadway, is that including the sidewalk project or walk path? **Jones:** The portion from Tryon to Jean Drive. **Matlock:** Did we get anything extra to go on to Glenshire? **Jones:** No. The funding only takes us to Jean Drive. **Matlock:** So, then what would you suggest that we do to

move it down further? Because that's, that's not really... **Hardin:** That's abrupt. **Matlock:** Yeah, most of the problems are further towards, you know, even if we stop at like Glenshire, that's where we have all the walking, on that street. **Jones:** The reason why I was able to get it covered to Jean Drive was because we were already doing a paving project to that point, so I was able to add it as part of a job that's already within those limits. It made getting that section built relatively straightforward. Extending it beyond those limits changes the scope of the project from a standpoint of what the start and ends points are. None of the funds that I've secured for that job would be eligible for the rest of that, they would all have to be local funds. So we could do it, it's just, the village will have to pay 100% of it. **Matlock:** Down the road, is there anything that we can do that could move this project or move their walkway down further? We have a lot of traffic now that comes through Tryon Road. Not only Tryon Road, it's a death trap on Pettibone Road. If you have an accident, what is more crucial? A death or walk path? Because the traffic has picked up tremendously from Solon or whatever, and now they cut through Tryon and you have kids out in the street. I'm not even talking about my end where the hills go, you can't see anything over those Hills, you don't know what's there. So what would you suggest? Is there anything else that we could do to give funding for those pathways? We need those pathways on those streets. **Jones:** There are some sources of funds out there, they're all pretty competitive. Certainly no guarantees that we could get funding through any of the sources I'm aware of. There are sources of funds that are specifically geared towards trails. Typically they're not usually for roadside trails, they tend to be more for trails on new alignments or rail trail conversions. Money for just sidewalks, that's really hard to find. **Matlock:** This area is rural. This would be generally a rural area because you have nothing there and there is a force of individuals in the streets which is not safe. And if you're having it to the point where you have cars that come through those areas, then can we prohibit the traffic? Are there signs that say prohibit the traffic? But see, that's a state road. **Jones:** Yeah, you can't do that on a county route. **Davis:** If we got the funding in 2024 to do the first half or first third or whatever, couldn't we just apply for that same funding for 2025 and do another section? **Matlock:** We tried to do that last time. **Jones:** That's what we're doing. The part that we're doing in 2025 is the section from Broadway to Jean, the block was already done as part of that. I think it was a CDBG funded project that built the other section. CDBG funding is one potential source there, that money is typically capped at about \$150,000 a year I believe, per municipality. That's not going to cover the cost of that. The way I see it, you're looking at a significant local contribution no matter what, even if you are able to find a source of funding to help you with it, it's really something that would have to be a local priority. **Hill:** Do you know the cost of the first part, the roundabout that you already did? **Jones:** I think it was the low twos. I want to say it was like 230 or so. **Hill:** \$2 million? 230? **Jones:** No, the sidewalk. I think it was \$230,000. **Hill:** And we're doing the road? **Jones:** That was just for the sidewalk. Now we're doing the road. **Hill:** How much are those together? **Jones:** The whole job, including a piece of walk from Tryon to Jean, we're estimating it's \$580,000 and that includes engineering and things. That's with resurfacing the road. **Hill:** And that's about what, a third of that total street? **Jones:** Almost exactly half. **Hill:** So the other half would probably be about \$600,000?

**Jones:** Yeah. And again, the eastern half was paid last year, but the walking path was not included as part of that. **Matlock:** Was there a reason why we didn't put the walking path?

**Jones:** I don't know. **Matlock:** Because we were talking about the walking path at that time period. **Jones:** I assume it was a cost thing. The funding that we received on it, We did get OPWC funding on that. OPWC funds would have covered a portion of it, but there still would have been a very large local match and the County 5050 funds would not pay for that. **Matlock:** If we were to take the walkway down to Glenshire, Just hypothetically, how much would just the walkway cost from Jean to Glenshire? **Jones:** I did an estimate on that about a year and a half ago. I can get you that information. **Matlock:** Because we're not dealing with a lot of endcaps going down past that point. **Jones:** I know I did an estimate at one point to go from Lampson to Glenshire. We're already building a portion of that now with this project, it's a fraction of that estimate. I'll have to take a look. **Matlock:** Just look and see because if we go from Jean down to Glenshire, then it will basically just be the walk path. **Jones:** Yeah, I'll take a look. **Matlock:** Then we could look at the other end later down the road back on my end, because I know on my end you're going to be filling stuff in and because of the fact that the water trenches are going to get ugly. **Jones:** From Oak Hill east is going to be very challenging because of that. **Hill:** So, despite the hazard we need to focus on it, that needs to get done. The village has to be able to pay for most of that. **Jones:** Most if not all, depending on what the sources are out there. But again, there aren't a lot of sources of funding out there for that sort of thing. **Davis:** And the 580 was after your funding, that's what we paid? **Jones:** No, That's total cost of the project. Like I said, the village's total dollar amount is about \$100,000 at the high end. **Davis:** And that's just for the trail? **Jones:** That's for the road and the trail. **Davis:** Okay, so, all we need is a trail. **Hill:** And you're going to share the estimate with us? **Jones:** Yeah, I just need to update it. I need to take out the part we're doing now and jack up the unit cost a little bit, it was a couple of years. So that's about all I have for now, unless you have any other questions. **Davis:** You were going to give us a list. **Jones:** Right. Sorry, I was just talking about it all as I went through. I wanted to talk about what funding it is that you're committed to already. Broadway, which again is trending towards zero, but we'll see. Tryon we talked about roughly \$100,000. You have a little bit left on Oak Leaf. So those are the things that are coming up. **Davis:** How much is a little bit? **Jones:** Just \$10,000. **Hill:** So, you're going to send us the estimate for Arbutus? **Jones:** Yes. **Hill:** The cost for the Lincolnville project? **Jones:** Yeah. **Hill:** Some idea of how other communities are supporting these projects, and we're setting money aside and then the estimate for the rest of Tryon? **Davis:** And the road. **Jones:** To the sidewalk for us to try, yeah. Or cap, whatever. **Davis:** So, a copy of the roads thing, resubmit it to us, please. **Jones:** I'll get you a nicer version of that that's more readable than the chicken scratching I have in front of me right now. **Scruggs:** For Ward 1, I know that we probably shouldn't be a part of this conversation, but we've already been talking about our roads in Meadows, and I know that we're not anywhere near the bottom of the list. **Jones:** Right, you're not. **Scruggs:** But we don't care. I guess my question for you would be, as I'm trying to do some research for potential funding, is there something specific I should be looking for since we're a newer [inaudible]? **Jones:** Outside funding for any repaving of any of

the roads in that neighborhood is pretty much nonexistent. That's something that would have to be a local priority. I can make recommendations about potential ways to extend the life of some of those roads, spend a little bit of money now to get a few more years out of them. There are surface treatments that we can do on asphalt roads that can extend the life potentially. I'll have to take a look and see. I haven't been back there in a little while, so I don't know exactly how the roads look now. **Scruggs:** We were promised some things that developers did not continue with afterwards. Now we just don't want it to get to the point where it's bad. So just starting to do some research and figure, you know, we got to figure out how to fundraise. Okay, thank you.

**Davis:** Thank you very much, sir. Appreciate it. **Hardin:** Don't forget Ward 2, Somerville.

Seriously, I want to know. **Jones:** You will have a list of where everything falls. And at that point you guys can discuss and think about what you want to prioritize. **Hardin:** Let's see what next on the agenda, it's almost seven. Are we moving anything else? Do you want to continue? We have a few more minutes, Council, and we have to look at what's on the work session to see if there's anything we want to move to the regular meeting. **Joseph:** Just to note, you guys do have to vote to move 2024-WS-51 off of the work session since we have altered the legislation that replaced that. **Hill:** You're saying we have to move it, as in, we're under a time constraint for it? **Davis:** No, remove it altogether. **Hill:** Oh, as in, just get rid of it, alright.

Motion to remove 2024-WS-51 from the work session agenda made by Matlock seconded by Davis

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

**MOTION PASSED**

**Hill:** 2025-WS-05 Needs to be moved because the charter commission meeting is this week.

Motion to move 2025-WS-05 to the regular agenda made by Matlock seconded by Davis

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

**MOTION PASSED**

\*To become 2025-15

**Hardin:** The Law Director will give it a number. Just [inaudible] Madam Clerk, when you get to it. **Joseph:** I'll give it a number. **Hardin:** You'll give it a number? Okay. **Davis:** Do we have the paper in there? May I ask about these compensations and everything, they're waiting for this, or do we know already? **Joseph:** It's in the legislation. **Davis:** It's in here? **Joseph:** It's in the ordinance. **Davis:** Okay, thank you. **Hardin:** Okay, is there anything else on the work session that we need to move or remove? **Joseph:** No ma'am. **Hardin:** I hear none. Can I get a motion to... **Hill:** I'm sorry. And I wasn't here last morning, but what is 08? It says one additional assistant. Is this moving from two to three? [multiple voices, inaudible] **Tapp:** From one to two, it was never corrected. **Hill:** So, we've had two, but the legislation was not corrected for what we actually are doing? **Tapp:** Correct, legislation was not corrected last year. **Hill:** When you say last year, I thought you all had two prior to that. Or you just you all just added two last year? **Tapp:** Yeah, in June when we swore everybody in is when we officially added them. You had that position for about two years now, but it never changed in legislation. It was put in a couple

of times, I talked to Jim this week and he finally got around to getting that changed. **Hill:** So, just to clarify because I'm still a little confused. Before last June, you still had two Assistant Fire Chiefs? **Tapp:** Yes, since previous Chief Schade left. **Hill:** Okay, and you're continuing with two? **Tapp:** Correct. **Hill:** Because this is not very clear. But I don't see the legislation behind it either. I didn't see it earlier when I was reading it either. **Tapp:** It's just changing so our structure is correct again. **Matlock:** So, this was basically on the original structure that you had turned into us? It was like two assistant... **Tapp:** Two captains, yes, and eight lieutenants. **Hill:** I could just be missing it, but I did not see it. No, I saw 2025-WS-05, I did not see 2025-WS-08. **Davis:** Mr. Climer, do you want to explain about 2025-WS-08 at our work session? That's the one with the Fire Department for the two additional Assistant Fire Chiefs. **Climer:** Yeah, my understanding from Chief Tapp was that he needs two Assistant Chiefs. One is presently permitted or called for under section 127.02 of the code. So, it's just simply an amendment to permit the two assistant Chiefs rather than one. **Davis:** So, we have to move that from the work session to the agenda. **Climer:** Hopefully at some point, yes. **Hill:** That's the only change in this? **Climer:** Yes. **Davis:** Change it, we're adding the work session 25-WS-08 to the agenda.

Motion to add 2025-WS-08 to the agenda made by Davis seconded by Hardin

**YES VOTE:** Hardin, Scruggs, Matlock, Davis

**NO VOTE:** Hill

**MOTION PASSED**

Motion to adjourn work session made by Davis seconded by Scruggs

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

**MOTION PASSED**

Adjourned at 7:02 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  
2025-2-11**

**ATTENDANCE**

|                        |                                    |
|------------------------|------------------------------------|
| Eloise Hardin, Ward 2  | Matt Jones, Village Engineer       |
| Taunya Scruggs, Ward 1 | Tom Haba, Service Director         |
| Paggie Matlock, Ward 3 | Carlean Perez, Recreation Director |
| Mary Davis, Ward 4     | Gary V Gottschalk, Mayor           |
| Candace Hill, Ward 5   | James Climer, Law Director         |
|                        | Mark Garratt, Police Department    |
|                        | Dave Tapp, Fire Department         |
|                        | Brian Thompson, Finance Director   |

**ABSENT**

|                                     |  |
|-------------------------------------|--|
| Erica Nikolic, President            | Daniel Marinucci, Chief Bldg. Official |
| Johnnie Warren, President Pro Tem   |  |
| Ross Cirincione, Prosecutor         |  |
| Sam O'Leary, Assistant Law Director |  |

*\* Arrived after roll call*

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

**Hardin:** Thank you. Do you want to do all of the minutes, or do you want to go do them one at a time? Has everyone had an opportunity to review the minutes from January 7th or January 9th, January 14th and 22nd? It's a question. Do you want it to remain? **Hill:** I'm good. **Hardin:** Okay, can we do all of them? **Climer:** Think you need to vote one at a time. **Hardin:** That's fine.

Motion to accept minutes from January 7th, 2025, special meeting made by Davis seconded by Hill

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

**ABSTAIN:** Davis, Hill

**MOTION FAILED**

Motion to accept minutes from January 9th, 2025, special meeting made by Scruggs seconded by Matlock

**YES VOTE:** Hardin, Scruggs, Matlock, Davis

**ABSTAIN:** Hill

**MOTION PASSED**

Motion to accept minutes from January 14th, 2025, council meeting made by Matlock seconded by Scruggs

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

**MOTION PASSED**

Motion to accept minutes from January 22nd, 2025, special meeting made by Scruggs seconded by Matlock

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

**MOTION PASSED**

**Hill:** I can't remember if I was here. This is the 22nd? You sure I was here? **Joseph:** Yeah, go back to the minutes. **Climer:** Something tells me you weren't Candace, but I'm not sure. **Hill:** Okay, yes, I need to abstain from the seventh and the ninth, I was not here. **Hardin:** It doesn't change the status of the minutes. Is that correct? Of the results. Is that correct? **Climer:** Right, she just corrected her vote. **Hardin:** For the 7th and the 9th? **Climer:** We've got four in favor. **Hardin:** Okay, just for the record.

**Hardin:** Do we have any correspondence from the clerk? **Joseph:** Not at the moment. **Hardin:** Departmental reports. Mayor, do you want us to make you first or last? **Gottschalk:** No, I'll go first. **Hardin:** Okay, Mayor Gottschalk.

*Mayor, Gottschalk* | **Gottschalk:** Thank you. Without the chairman of the Economic Development Committee here, we'll just leave languishing the address until legislation, until the next meeting. Regarding the Broadway reconstruction, it's split in two phases from Richmond Road on Broadway to Pettibone, and the second phase would be from Pettibone to Tryon. And we have some very good news regarding this, both Matt Jones and Brian Thompson will give you the good news. **Thompson:** Just to start off in reviewing with the Engineer, it looks like the Village of Oakwood may not have any costs that we have to expend for the construction of Broadway. Just to review a couple variables as it relates to some of the bids coming in lower than usual. There may be some change orders, some change orders came into play. That can be a 50-50 split between the Village and the County, it is highly unlikely. And Matt can elaborate more about the situation. But we're looking like we would not have to come out of pocket on the construction cost for Broadway, thank you. Matt... **Jones:** Yes, and I did briefly talk about this during the work session as well. But yes, as we noted, it's looking like the number is zero for construction. Yeah, there will still be some money for Engineering, but again, it's very minor from us. **Hardin:** Law Director. **Climer:** Thank you. **Gottschalk:** And one more thing, but since again we only have two members here, it's an expansion of another major company in Oakwood Village. We'll hold off until we have a full house. So, that concludes my report. **Hill:** I just want to make a note of January 14th, 2025 it says special meeting, but that was a regular Council meeting. I was present, but it was not a special meeting. I was a little thrown off by that. **Hardin:** Okay, your vote is the same, but you want it noted? **Hill:** I don't want to abstain. But I also want to note for the record because it says special meeting; it was a regular Council meeting. **Hardin:** Thank you, Law Director.

*Law Director, Climer* | **Climer:** Thank you, madam president. In the last week or ten days, we have had an absolute slew of interest in purchasing various land bank lots around the village, which is a good thing for the village. Matt can attest I snowed him under requests to advise whether we have any municipal improvements on those lots or whether there is any reason not to



sell them. Thus far, there are no objections from the Engineering Department for that. There are a mix of lots that are buildable under our code and lots that are not. I would suggest that for those that are buildable, we obtain appraisals and sell them at the market rate. For those that are not, I would suggest that we go through our land bank protocol, which I think is to pay \$1,000 on all transaction costs and agree to consolidate it with our adjoining properties and continue to use it residentially and not split it in the future. We are in a position to begin unloading some of those. We are also taking a look at whether there is a means for us to go through and systematically identify lots, assess interest in them and get them off of our books. We are at this point generally refusing land bank lots that the county wants to send our way unless there is a good reason to take one, if it's developable or if it can be used for a municipal purpose. So that's where we are. I would anticipate that we will have some legislation coming up on these slots in the next 30 to 45 days and we'll go from there. That said, I'm happy to answer any questions. **Hill:** Are you able to share a list of parcel numbers so we know whose ward they're in? **Climer:** Absolutely. **Hardin:** You said an onslaught of approximately how many? **Climer:** I think right now about ten within the last ten days. **Jones:** Yeah, I would say a dozen or so. **Climer:** Which is rather unusual. I'm not sure what's going on out there, but I used to get maybe one every six months or so. **Davis:** This is different, but can you explain work session five about the ordinance for the charter, they're starting or do we have a schedule then? I'm not seeing that yet. **Climer:** The first meeting is scheduled for tomorrow night. **Davis:** Tomorrow night, And then? **Climer:** And if we could actually move this to the regular agenda. **Davis:** We did. But we don't have any...Is that what we just got? Ms. Joseph? **Joseph:** No, that was wrong. **Davis:** Because I don't have...Do we have it in here? **Scruggs:** What are you looking for? **Davis:** I didn't see the actual legislation where this says how much compensation. I just had...the actual ordinances today, I didn't see it. Is it in our packet? Okay, I'm just curious. And then we have everybody's schedule and everything is ready for that? **Climer:** The first meeting is scheduled for tomorrow. **Davis:** And who is the secretary, may I ask? Or do we find out...[inaudible]? **Hardin:** [inaudible] At the first meeting, I think. **Davis:** They'll do it? Okay. **Gottschalk:** Mr. Law Director, how many are commercial, how many residential? **Climer:** I'm sorry? **Gottschalk:** How many commercial, how many residential? **Climer:** Of these lots? **Gottschalk:** Yeah. **Climer:** They're all residential, they're all in R-1, which is single family residential. **Hardin:** These are single requests, or did you get one person? **Climer:** When one person is looking at, I think five lots and the others are single lots. Well no, one other lady wants two lots and then the remainder one or two other people. **Davis:** Do we send letters in to both the residents? If a lot is in the middle then, do we send the both residents a letter or how do they know about these two if they want to purchase? **Climer:** The one person owns a lot right in the middle of two of the lots. That would that would be the obvious way to go there. The person is looking at five lots as four adjoining the lots that are vacant that he'd like to consolidate and build on, plus another one that meets the zoning requirements and then one that doesn't. So, he may be seeking a variance on that. **Davis:** Okay. So, these are already purchased then, or, they're guaranteed to whoever...The buyers are already [inaudible] or? **Climer:** Nothing is guaranteed until it's signed and closed. But yes, these people have come forward and expressed

interest rather than us seeking them out. **Davis:** Okay. And so, you're going to let us know where, because I have that empty lot on Hickory Road and I don't know if that's one of those land banks or not. You don't know? **Climer:** None of these are on Hickory. **Davis:** None of these are on Hickory, okay. But you're going to let us know where these are at? **Climer:** Absolutely. What happens is ultimately, there is legislation that is brought the Council to refer the matter to the Planning Commission. Planning Commission reviews it, gives it a thumbs up or thumbs down, and then it comes back to Council, and Council decides what it wants to do. So, I will propose contracts and ordinances in front of Council in advance of the meetings. You'll have plenty of opportunity to check in. **Davis:** Okay, great. Thank you. **Hardin:** Any other questions of the Law Director? Finance...

*Finance Director, Thompson* | **Thompson:** Thank you madam Chairman. Just to recap, we did distribute all the hardcopy reports from year end and how the village ended in the year 2024. Just to recap from the past report, we started in our general fund about \$330,000. We ended about \$678,000, unexpended balance. When you take into account the encumbrances there at year end. We ended up after encumbrances at \$657,000 in the general fund. So, it increased approximately after encumbrances to about \$327,000 overall for all funds. We ended the year at \$1,394,000 and started the year for all \$1,037, \_\_\_ (remaining numbers inaudible). So hopefully taking this into account we can move forward. We can go through and detail everything that happened in the year. Finance is working on closing off January at this point. And of course, we put in that quarter budget, which is based on 2023 numbers, and we should have that January report for you by the next meeting here for Council. Thank you, Madam Chairman, that's all I have.

Entertaining questions. **Hardin:** If in fact we did the budget based on 2023 numbers, now that we have this, are you expecting us to review it and make any changes? **Thompson:** We can review. These are the numbers where we ended, which will be a good basis for taking some projections into 2025, considering just matters that we may discuss in our upcoming Finance Committee meetings. **Hardin:** Just for the record, and you don't have to respond, here recall I asked you for some calculations. Do you recall? **Thompson:** Yeah, we're getting those compiled and I'm working in unison with the directors. I know what you needed, which is a large portion of projected payroll. So, we put those in play with the percentages you gave. **Hardin:** Do you plan to have a special finance meeting any time soon? **Thompson:** I can collaborate with Mrs. Hill and then we can get a date out that we can get together and look at all those variables.

**Hardin:** That's the objective. **Hill:** All right. I'll send it out today, we're planning for March 3rd and 31st. **Hardin:** Thank you. That statement just came from the chair of finance. And would you repeat that, Madam Chair? **Hill:** March 3rd and March 31st at 5 pm. **Hardin:** For general public, those are the dates for the finance meeting, critical. **Matlock:** During that finance meeting, are we going to be taking care of the budgets of the Fire Department and the Service Department? **Hill:** You mean finishing them? **Matlock:** We need to finish and finalize. **Hill:** I haven't set the agenda if that's what you're asking. **Matlock:** Any way we can move that before March 3rd? **Thompson:** I think we went through a large portion. **Hill:** March 3rd is two weeks from today. **Matlock:** I know, I want to move it up. I want to get those off the table. I would like

to get them off the table. **Hardin:** So, you're asking for a special finance meeting, is that what I'm hearing? **Matlock:** We want to get a special meeting where we can finalize wages with Tapp, the Fire Department. And we also need a special meeting; it could be right after with the Service Department we could deal with that. **Hill:** Can you all be here before the February 25th Council meeting? **Hill:** We're more than halfway through both their budgets; I don't see a need to put aside an entire meeting. Because everyone has those, right? And has finished reviewing them? We should just be coming with questions. 5pm? **Tapp:** Sure. **Hill:** Okay. **Hardin:** Madam clerk, did you get that? **Joseph:** Before February 25th? I don't know the exact date. **Hill:** February 25th. **Hardin:** Thank you. 5 o'clock. **Hill:** Before the work session, basically. **Joseph:** Okay. **Hardin:** Thank you, Madam Chair. **Hill:** Thank you. **Hardin:** Okay. Brian, does that complete your report? **Thompson:** Yes. **Hardin:** Thank you. Any other questions of the finance director? **Hill:** I do. And I missed the last meeting, so maybe I missed them, but I know we have year-end numbers. Did we get October and November's numbers separated? **Thompson:** Yes. **Hill:** I didn't get them. **Davis:** Now... **Hill:** I'm sorry, one more question. So, did you do December by yourself or just across the entire year? Because I don't see these broken out for December. **Thompson:** Each month has broken out by itself. December is also the last month to date, and for that month is also the year end. **Hill:** Can you just get us December? Because even in the payment line report... Okay, wait, hold on. So, we just need the statement of cash for just December. You got them on one, you got it from the beginning of the year all the way through the end. If you could just give us the month of December. **Thompson:** Okay. **Davis:** May I ask a question? Mr. Thompson, What we received last meeting is the cash thing for up to October. Well, this was until October 31st. I don't remember seeing anything for November. **Thompson:** Yeah, we distributed... **Davis:** We did have November too? Okay. **Joseph:** I gave you guys both packets. **Davis:** I only have until the end of October, so... Okay, I will look again. **Hardin:** Any other questions? If not, we'd like to hear from Tom Haba, service.

Service Director Haba| **Haba:** Thank you, Madam Chair, I have no report tonight. I'll be happy to take any questions. **Davis:** We thank you for taking care of our roads. **Hardin:** We heard from the Engineer, anything else you want to add? **Jones:** I have nothing additional other than what we already discussed, I'm open to questions. **Hardin:** Okay, Fire Chief Tapp.

Fire Chief, Tapp| **Tapp:** Thank you, Madam Chair. This past week prior, Brian was able to partner with Red Cross, so we'll be able to provide smoke detectors to all seniors. The stipulation is you have to be over 55, you have to live in the village, we have to install them because they want to keep track of them since they're their smoke detectors. So, anyone who needs a smoke detector has to call the Fire Department to set up a time, but we will come out and install them and that's free of charge. We're still offering CO detectors at a \$10 rate [inaudible] to pay for, but that's a discounted rate for sale and we will install those as well. **Hardin:** Okay. How will we get that message out cheaply? Do you want to... **Tapp:** It could be put on the website if you want to, or a newsletter that went out, possibly. **Davis:** And also on the billboard, can we still get the billboard upfront to have that on please? I don't know who does it now. **Scruggs:** Could you

repeat the age again? **Tapp:** They have to be over 55 years old. We have some that year that we purchased that we can give to our residents that are in need of them, but we just can't use the Red Cross ones then, because there are stipulations for Red Cross for their smoke detectors. But anybody that needs one, we will provide one. I'm here for questions. **Hardin:** Thank you, Chief. The next person would be the Building Department. And Mayor? **Gottschalk:** Yeah? **Hardin:** I got a call just before I left that Mr. Cole still has not received what he needs for the permit. So would you make sure you get... **Gottschalk:** This is on Hyannis? **Hardin:** Yes. **Gottschalk:** All right, I'll have it taken care of. **Hardin:** Thank you. Police Chief Garratt? **Hill:** I'm sorry, since the Building Department isn't here, and Councilman Warren is not here, the SAFEbuilt will be coming in next Tuesday, February 18th, and meeting with Councilman Warren to get the Building Department transitioned. **Davis:** At 8:30 in the morning. **Hill:** So, we should have more of a plan by the next time we meet. **Hardin:** In the meantime, Mayor, someone is staffing it during the day hours, is that correct? **Gottschalk:** Say that again? **Hardin:** Someone, in the meantime, until the 18th. **Gottschalk:** Yeah, there's somebody answering the phone, eight hours. **Hardin:** All right, Thank you, Chief Garratt.

Police Chief, Garratt| **Garratt:** Thank you, Madam Chair. The safety forces, fire and police, want to update our Code Red. If you remember, we had Code Red in the past. Code Red is a free community notification system available for residents and will send you alerts concerning time sensitive or emergency information that could be missing children, could be evacuation plans, anything that occurs like that. And I know we've used it in the past, but the system has changed, and quite frankly, with all the social media and everything is outdated. They can be notified by phone, text messages, emails and social media. I'm going to pass out some of the information, but just so you know that they can come to our website and there's a link, they can fill out the information or if they want to call up here, we can enter them in, however it's easiest for everybody. And what's nice about it is, say when we had the I. Schumann notification when we had the possibility of doing evacuations or just to notify people to stay out of the area, we can put it in different areas of Oakwood like the water [inaudible] trying to remember the last thing we had. This gives us a lot of leeway. It gets community involved so they can be notified what's going on. If we're chasing somebody on foot or something else, we'd like to notify people that we're going through their backyards and what's going on and keep an eye out and all that kind of stuff. So, I'm going to pass out information. If you could maybe include it in your fliers, if you guys put out, or any other information that would help. Again, we can help them out if they're not savvy with the computer, they can call up here and we can enter their information in for any of the residents. And if anybody has any questions, they can call up here at any time. And this will be used for the fire, police and for service too if they have a water main break, road closures, whatever the case may be, so that we can help find those residents. After the water main break that we had over on Tryon, our system was not working up to par because of the outdated software and the outdated contact information. **Gottschalk:** We had one on Glenshire, too. **Garratt:** That's what I've been trying to mention. So that's all I had for my report. **Hardin:** Anybody else have questions of the Chief? Chief and Mayor, where are we with the disaster

recovery program here? Do we have an official disaster recovery plan? **Garratt:** We do. **Tapp:** It's a been updated about two years ago and it's ready certified. But it's redone every 3 to 5 years, but it's updated every year. the County gets a copy of that every year. **Hardin:** Okay. That's something we'd like to also notify the general public because the question was asked if we had one and if it was updated. **Garratt:** The county goes through and does the ready certify. That way if we have a disaster here then we could pull help from everywhere else and vice versa. So, like Chief says, every year it's all to the people on top of that. **Hardin:** There was some concern, and I don't deal in rumors, but as a part of that program, are we using the community center to house individuals at any point in time? **Tapp:** The Community center was listed as one of the places. So was Mount Zion Church, the bowling alley. **Gottschalk:** There was Mount Zion, there was a hotel and then there was a community center. **Garratt:** And the bowling alley. **Tapp:** And we listed about five different places that people could go if something came up that they'd be taken care of. **Hardin:** And it would be taken care of, whatever's needed? All right, thank you. Any other questions? **Hill:** Let me just ask this question to our Council clerk. Is there a way to post both of these documents on our website? **Joseph:** Yes. **Hill:** Okay. **Hardin:** All right, the next person would be Ms. Perez for recreation.

Rec Director Perez| **Perez:** Thank you. So, Recreation and the [inaudible] has been pretty busy. Ms. Scruggs, well, I guess you'll all get out some flyers in the mail. So, our first event coming up is actually the bowling event on March 1st. We only have five sign-ups, no kids, just adults at this present moment. I know the cut off is not until the 21st, I think. But we only have five adults that have signed up for that event. At the community center right now, we have on February 20th, that would be the [inaudible]. February 24th, the community computer classroom will start. CPR has given us a date, so I will make sure that I talk with everyone tomorrow to find out who wants to sign up. You can take 10 people at a time, so they've given us a date for that. Bingo starts on the 27th. Line dancing is the first Monday of every month. Last Monday we had no power in the building, so we started it this Monday. But it'll be Zumba on the first Monday of every month. **Davis:** What time is the line dancing? **Perez:** Line dancing, it would be 11 o'clock on Monday. **Davis:** Is that before your actual exercise class? **Perez:** After the exercise, and speaking of line dancing, I did get in touch with Trudy that used to teach Zumba. She said that she's willing to come back at night to teach again. Her Zumba license has expired, but she will be able to teach another type of line dancing. Ms. Matlock gave me someone's name for ballroom dancing. I did reach out to him, he has not responded back yet. So, Ms. Matlock is also going to reach out to him also, but I will call him again. But we are looking for someone to teach ballroom dancing. **Scruggs:** I'm going to share a flyer with you too. **Perez:** Thank you, and I'm doing something with the residents, with the seniors. She had some puzzles out on the table, you may have seen them when you left the Superbowl. I borrowed a big puzzle then, it was an I Love Lucy puzzle. It was finished and I gave the person that finished the puzzle \$10. So, I'm giving them gifts to just come. If they can finish the puzzle, then they'll get a gift from me, just to give them something to do until the roundtable comes in. And that's what's going on at the community center right now. Reparations Commission has a meeting again next week. They did ask me, and I wanted to bring

this forward to you guys as Council, they did ask me about going to Chautauqua for one day. So, I did reach out to Chautauqua, they want to charge us \$150 a person to go to Chautauqua and [inaudible] whatever that's voted. So, I reached out to them myself personally. I reached out to our charter company, and I also reached out to [inaudible] Restaurant. I've stayed there, [inaudible], Museum hotel, well, they're there, and also to take you to dinner and everything that I can do. This is probably, as I work on this, probably as low as \$35 a person. So just to let you guys know, it's something that I'm working on and if this is something that you really want to do. I'll be meeting with Peninsula for the murder mystery, they have a murder mystery this time instead of going to different wine countries. Last week, I passed out some sheets on what was spent at the Amish Country and La Mafia and different places. But you wanted figures, and I will e-mail you guys this information. I finally got into the spreadsheet, but I'm not able to get that in there to email you. But you wanted to know what we spent on the Amish trip. On my list, I have 110 people, which we collected \$1,660. La Mafia there were 62 people, we collected \$1250 and La Casa was \$61 and from that we had \$915. So, I will send that information out to you guys. And if you want to know what we spent at La Casa we spent \$4,400. This under budget, all of these were under budget. La Mafia was \$4,313.95 and on Amish trip combined with Thanksgiving was \$7002.82. **Matlock:** What time is bingo? **Perez:** Bingo would be the 27th at 12 o'clock. You asked about the date on the 21st Ms. Matlock, that's the date for Crafting with Council. That's the date that Ms. Scruggs had. **Hill:** Where is Chautauqua located? **Perez:** It's In New York. **Gottschalk:** You've been there before. **Perez:** Yeah, you guys have been before as I understand. **Matlock:** and you said we talked it down from \$150 to \$35 a person? **Perez:** I could probably do it for \$35 a person. **Matlock:** \$35 a person. And that's for a bus trip, everything? **Perez:** I was able to get a bus, two buses for \$3,800. **Matlock:** Okay. And that's the charter buses? **Perez:** That's our charter buses. They sent me something yesterday, I have it here, it is \$3,800 for two passenger buses. And for dinner, I can get a buffet, I'm working on a buffet. And also, we will be...And I have information on going to a museum where they have an amphitheater there, which they have a gospel show. So, I'm looking at...They sent me the dates with that also. **Matlock:** So, with those shows and that dinner will that be, that's not included in the \$35, that's just... **Perez:** That will be included. **Matlock:** So, we're talking about a coach line. **Perez:** we can go over it... **Matlock:** A charter coach line, dinner is included... **Perez:** And a show. **Matlock:** And a show for \$35. And this is all in New York. **Perez:** And it's a two day...They mapped it out from here. It's a two hour... **Matlock:** So that's like close to Buffalo? **Perez:** Yeah. **Matlock:** Like is that close to Buffalo where... **Perez:** I stayed there before. I stayed there because I couldn't go on my regular trip and it took me like two hours to get there from Peninsula, so it's maybe a little closer here. But it's a beautiful facility, so I think it's something that you guys would probably like. That's all I have. **Hill:** And we're going to have a budget for that, is that what you're saying? **Perez:** Yes, I would like to put that on one of our budgets for 2025. **Hill:** But you're going to provide it? **Perez:** Yeah, definitely. I want to get all the figures together before I give it to you. But that's what I'm working on because it was the biggest event that we got so far. **Davis:** Did we go up in our prices at all for...Can you tell me

how much it costs to rent the community center? **Perez:** Thank you for asking, the community center is \$325 for a five-hour rental. And then after that it's \$25 for each hour extra, and you are able to rent it for over five hours. **Davis:** \$25 extra for each hour if you want it past your five hours, okay. **Perez:** And Jim and Tom, the attorney and I are working on the contract, we have been going over the contract that I want to present to you guys. I gave Candace three copies of an oral contract. There's some verbiage here that needs to change because the police used to go in and check, they don't do that anymore, it's in the old contract, so we had to take that out. We put a repass fee on here of \$100 also. **Davis:** What's the repass for? **Perez:** For funerals. **Davis:** Oh, I'm sorry, for funerals. Okay. **Perez:** I'm dealing with a lot of...with Tom and I started [inaudible] me on Sunday. This is what we had on our rental last week. **Matlock:** That was what I was going to ask him. **Davis:** What was it? **Perez:** The Mayor. You were in the bathroom. Every week there's something going on. So, we just highlighted all the stuff that you've seen on your regular contract, which is highlighted in red. I think you guys pay \$100 for events, and employees would be \$150, so we put that because that was never put in there. We also enclose here that the police do not walk in and check in, they don't do that. So basically, we put this on... **Matlock:** So, the question I have is the contract normally states no alcoholic beverages and we know that people violate the contract and they bring in alcoholic beverages. **Perez:** This is the second time. **Davis:** So, what can we do? **Gottschalk:** Police will escort them out. **Matlock:** But we don't have police on...the premises. **Hill:** Don't you have a deposit that they're [inaudible]? **Perez:** Yes, we take that deposit, you won't get any money back. None. Yes, \$150 deposit. **Hill:** so, it's \$325 plus \$150 deposit? **Perez:** No, and that's what I would like to change it to, if you want me to change it, but it should be 23, 25, plus \$150 deposit. **Hill:** If you did that, then you would have a way to penalize people. **Perez:** Yes, but right now it's \$325 and we give them \$150 back out of that \$325. So, they're getting all this for absolutely nothing, this is what they give me on the weekend. **Hill:** Well, maybe that's the conversation we need to have, trying to structure it so that if things like that happen, we have some way to hold people accountable. **Gottschalk:** You had mentioned that the repass was \$100. **Perez:** Yeah. Just \$100. **Gottschalk:** If the room is clean, they get it back? **Perez:** No. **Gottschalk:** I have a problem with that. If it's a repass and the room is clean after the police have checked it, I [inaudible] like to see that gone. **Perez:** The police don't check it. **Matlock:** Would the repass be for residents? **Gottschalk:** Yes. **Matlock:** Because a lot of times you'll have a repass for non-residents. **Gottschalk:** Well, no, if it's a repass for residents, but then there's not residents there.... **Matlock:** Then that's something different... **Gottschalk:** To me the room has to be clean or they don't get that back. **Perez:** We [inaudible] a non-resident...but she wasn't... **Haba:** She was using a resident's name and address, this happens quite often. **Gottschalk:** Let's get this resolved right now. **Matlock:** Yeah, because that's what's happening. It happens that they're renting for other individuals and they will mess your place up and there's no recourse. **Perez:** And you even said you walked in the other day and you smelled...You almost had a contact high. **Matlock:** I could just...you know, like... **Perez:** Really, the worst part of my job is baby showers and little kids' birthday parties. That's my biggest pet peeve. **Gottschalk:** All right, so a repass now has to be signed out by a resident to begin with.

But to me, again, if in fact it's a repass and the resident takes it out and it's for...Gosh, you know, it actually should be for a resident though, too. You can have other people there, but if it's a resident... **Matlock:** They should be there on the premises. If you rent that out...you, the renter, should be there on the premises. **Climer:** Doesn't really explain that in the contract. **Haba:** I think what the Mayor is saying is the deceased should be a resident and that is free. **Perez:** Is that what you're saying? **Haba:** Because you know, if someone's nephew from Massillon passes away... If a resident passes away, then maybe be free? **Gottschalk:** If they keep it clean. **Haba:** Yeah. **Hill:** How do you have that conversation? Is the deceased the resident like, I don't know if that's... **Gottschalk:** Well, no, they're going to come and sign the room to begin with, the resident. **Davis:** So, they're going to sign the contract? **Haba:** You'll know if the deceased is a resident or not. **Hill:** Do we have a committee to run this conversation through? **Scruggs:** we can do it through Fine Arts if you would like. **Hill:** Can we call a committee meeting? **Scruggs:** Sure. **Davis:** Because I'd like to have... **Scruggs:** There's going to be a call for everything if it comes through Fine Arts. **Perez:** It really should, because the fact that you know on Sundays [inaudible] everybody needs to pay, you know. **Haba:** Yeah, we get calls there about every other weekend [inaudible] cleaning. **Matlock:** Well, if you go to other facilities, just Twinsburg alone for a small room is \$800 right off the bat. **Haba:** Yeah, and you'll have to pay for security. **Matlock:** You have to pay for the security and everything else. If you go to Bedford Heights, it's \$150 an hour. So, when you're really looking at \$325 and then you get \$150 back, I mean, that's... **Haba:** That's why the budget on the address isn't there, there's a bunch of other people using it. **Davis:** I'd definitely like to have the \$325 at least for the rental and then the additional \$125 for deposit. **Perez:** And it's really hard on finance because if they just leave the bathroom dirty then I will only charge them \$25. But now, we put it in that if you do any infractions on that in the highlighted area, you don't get any money back. I don't care if you just left a piece of toilet paper on the floor, you get nothing back. Because it's really hard for them to keep doing this. **Hill:** Well, I think we need standards around that too so people understand what their deposit is going to be deducted for, because that's not clear either. **Perez:** Yeah, it's uncomfortable. **Hill:** I mean, when you talk about toilet paper [inaudible] Fine Arts Committee? **Scruggs:** Yes, we will. **Davis:** May I ask a question? Are you still allowed to bring alcohol if you hire a policeman, or you're not allowed period? **Perez:** No alcohol, period. **Davis:** Okay, because it used to be if you hired a policeman or something... **Garratt:** If it's a function that allows for alcohol, like the bowling alley, the party center, something like that. **Davis:** Okay. **Gottschalk:** Law Director, you see the points that have to be made in here, right? **Climer:** Yes. **Perez:** We already worked together on this. **Gottschalk:** Well, we made a few minor changes, you know. **Hardin:** Okay, ward reports, starting with Ward One.

### *Ward Reports*

Ward 1, Scruggs| **Scruggs:** Ward One newsletter will be mailed this week, and we are going to test out our QR code theory on Ward One first. So, we have our QR code that is going to be given out for our residents to be able to get their information on our list, to stay connected and to



see how the residents respond in Ward One. And we also have our community engagement meetings that are going to start for the year for Ward One. Our very first community engagement meeting is going to be Tuesday, February 18th, which is next week from 6:30 p.m. to 8 p.m. And during the community engagement meeting, it's going to give residents an opportunity to engage with us, the elected officials, to be able to discuss different events within our ward, within our community and give each of our members an opportunity to be a part of the conversation. So those community engagement meetings are going to take place throughout the year, and this will be our very first one. Also, we are interested, oh, this will be a Fine Arts house. I'll Wait for the Fine Arts Committee, so I'll pass it on to Ward [inaudible]. That concludes Ward One's report.

Ward 2, Hardin| **Hardin:** Ward Two is pairing with Ward One the same night, and that's February 18th from 6:30 to 8:00. This isn't anything new for Ward Two, years ago we did this. It's an opportunity outside of Council to meet one on one, and the fact that it's quite informal gives you an opportunity to ask questions in depth and get one-on-one responses. Also, there's a survey that will be going out soon regarding fireworks; we have introduced legislation that would impact fireworks on certain holidays. The question is, the holidays that are legal so far as the state is concerned, do we want to have those available to the residents for every holiday that's available through the state? And it's quite a few, but you'll have an opportunity to either select 1 or 2; in other words, a survey. Also, the fact that you will be meeting with your Council person one-on-one, it seems to be a better way to really get a feel for what you're interested in versus what we discussed just in Council meeting. And those meetings will be held once a month on the third Tuesday from 6:30, uh, we have Tuesday... **Perez:** Who has Wednesday? **Hill:** We have the third Wednesday. **Davis:** What about the other wards? [inaudible] **Hardin:** It will be posted on the flier that we're sending out, you'll have the specific dates for your ward.

Ward 3, Matlock| **Matlock:** Well, on my report, newsletters just went out today for Ward Three. Again, she just stated that it gives us a chance to engage with our residents in each area. On that Wednesday, which is the 19th, it will be with Ward Four and Ward Five. So, we'll be there and we may even have a little something for them, like a little spaghetti dinner. And so, you know, no people are running in from work or whatever. They can kind of like, eat a little bit while we sit down and chat on different things just happening in the area. Also, on the 26th, during this Black History Month, this is something that I didn't even know but is something that's very interesting. We're going to have a movie night where it's going to be 6888. And these are a bunch of African American women who are in the service during World War Two. And they got the service members their mail back to them. They actually researched the mailman, because a lot of the service guys were going overseas fighting and they never got anything back from their loved ones. They didn't know what was going on with them. But these women went in, and they actually pinpointed that mail and got it home to these individuals. It was kind of personal because I worked for the Postal Service, and that was something that was very amazing we never knew about. These women...last year, they got their honors for doing that service. Only two of them are living now, 100 years old. So, they finally got the honors for actually getting this mail

back home or doing it for that last mile. So, that's something we're going to do. We're going to start picking up and doing a movie night with our constituents once a month. Next month, we're thinking about doing Hamilton, the play from Disney+. So, your kids can come, it's educational, you can hear them sing and actually acting it out. But it gives them a little bit of the Constitution, it gives them a little bit of the Civil War and how everything transpired from that from Alexander Hamilton to Washington. And that is basically it. **Davis:** Why don't you talk about the Super Bowl party? **Matlock:** You know what? Just this past Sunday, we had a Super Bowl party. Look for that every year, it's just really kind of fun. I was kind of upset because Kansas City didn't win, haven't got that blowout. But I tell you what, it was very nice. It was up at the community center. We rooted, we yelled, we screamed. And then we were plenty full from the famous tuna salad, we had chicken, everything came in a chili, we had spaghetti, we I mean, we had hotdogs, had everything there. You know, everything except for... **Gottschalk:** People? **Matlock:** Right. **Davis:** We need more residents, yes. **Matlock:** Yeah. But last year, I think it was because it was accidentally booked in the parking lot, it was really kind of full. Last year, we had like 60 something people there. But it was a very good moment, even though we had small amount of... individuals came in from CMHA, you know, the apartments behind. It was still a very good time, we all had a good time. Prizes were given out. We didn't give out Eagles paraphernalia or shirts or Kansas City, but we did do the Cleveland Browns. We gave those out, so that's it. **Hill:** What time was your 6888 movie? **Matlock:** It's going to start at 6, about 6:30.

Ward 4, Davis| **Davis:** All right, Ward Four. Since my newsletter is in print at this very moment, I'm going to add if I can these, because this is good timing Mr. Garratt, I appreciate that. I'm going to have that mailed out to them at the same time, I'll just throw it in my newsletter. So, this would be wonderful because we got Ms. Joseph's printing money, and they will be out within this week if we get them done. **Joseph:** I'll bring them tomorrow. **Davis:** Okay. And that's all I have for Ward Four.

**Perez:** Paggie, for your 2's I see different times. I want to make sure this is correct. She has you down for 6:30 and then there's a 6 o'clock. What time do you want, 6 or 6:30? **Matlock:** Is that for, what? **Perez:** The community engagement. **Matlock:** What time do they have down? **Perez:** you have 6:30 down for a couple of them, like you have on the 18th, you have 6 to 8, and then on the 26th you have 6:30. **Davis:** 6:30 was your movie, 19th is our community engagement for Ward [inaudible] for Wards Three, Four and Five, the 19th at 6:30 to 8:00. **Matlock:** 6:30 to 8:00. **Perez:** Okay, I just want to make sure that I have it correct. **Hill:** we'll be in at 5:30. **Perez:** You want to come in at 5:30? **Hill:** Yes. **Davis:** Yes please. **Perez:** So, is that 5:30 [inaudible] then? Alright, that's fine. **Davis:** Also, Ward Four is going to have their community engagement with Ward Three and five and five on Wednesdays, the third Wednesdays and February 19th, next week. 6:30 to 8, okay. Please come. **Perez:** I don't think I have the Wednesdays in here, so someone needs to give me those things to make [inaudible]. **Hill:** For Wednesday? No, that would be... **Davis:** That's community engagement. **Perez:** I got it. **Davis:** We'll do that one.

**Matlock:** It's just once a month. **Perez:** Okay. **Hill:** Third Tuesdays and third Wednesdays every month.

Ward 5, Hill| **Hill:** Ward Five. And again, I just want...The Super Bowl party, the residents that did attend were super excited to be here and very grateful to have that, so kudos. Ward Five, the newsletter is being delivered to doors this week. The Charter Review Commission is in there, they meet tomorrow. Charter Review Commission meetings are open to the public, so I would like to extend an invitation for you to be there tomorrow, 6 p.m., it's here. There is a representative from every ward, so each Council person chooses a representative to serve and the Mayor chooses two. There is a committee of nine individuals. I'm sorry, and then the At-Large people also choose two representatives. So please come out and hear, it's a critical time, the charter is only reviewed and amended every five years. In my newsletter, my Ward Five community meeting dates are going to be the even months of the year. I will join in the odd months just to show up, but my meetings are even months at 6:30 p.m., third Wednesdays. That's in the flier as well. And I just want to give a shout out for the free and fresh produce that happens every first Saturday of the month. That's open to all our residents in Oakwood village. It's at the Rome Opportunity Center on Lincolnville, right when you turn off of Broadway, past Dunkin' Donuts, the Opportunity Center sits right to the left. So that is 10 a.m. to 1 p.m. and you are welcome to show up and get as much as you like. And then I just want to point out that there is a primary election for wards 2 and 5 on Tuesday, May 6th, and the general election is November 4th. And that is all for Ward 5. **Hardin:** All right, next we have committee reports. Okay, Taunya.

### *Committee Reports*

#### *Fine Arts Committee*

**Scruggs:** Fine Arts Committee, we have been working with our recreation commissioner on creating calendars for the residents. So, we took a stab at February for the residents to see, that was what you saw go out last week. There are also some additional copies in the back if you didn't see yours. And on these calendars, it allows us to have an oversight of what activities and which demographics we are serving throughout the month, so you're easily able to look and find activities for you, the adults, senior, family, whichever one you're looking for, they're kind of color coded. The next few months, the calendar will look a little bit different, but we still want to make sure that we submit to you what's going on so that you can properly plan to be able to attend the event. So, the Fine Arts Committee is going to continue to support the Recreation Commission in their efforts for community events. One of the events that we have put into place for the month of February for Fine Arts is a Craft with Council event and that crafts with Council is going to be a fun event for youth ages 4 to 17 to come out and have some fun with crafts. And during that time at the community center, not only will they have an opportunity to do some fun crafts, they will also be able to be in the midst and be around their Council or one of the Councils. I'm going to be there, and all of the other Councils are also welcome to come as well and hang out with the kids, take some pictures, let them post them on their social media or

whatever. So, we're inviting our youth to come out, have some fun with crafts and bring in the fine arts and get kids excited about being off of the computers for a little while. We are also pushing an initiative to get volunteers. The Fine Arts Committee wants to make sure that our recreation commission does not have to put on all of the events that they have upcoming by themselves, and that they also get the support of the community. So, we are going to do a very, very hard push to get as many volunteers as possible to volunteer in any aspect of whatever it is you're excited about. So, we will be gathering names, lists of volunteers, so be on the lookout on ways that you can support and help throughout the year. We are also helping in the initiative for one of our concert series tonight to support local artists. So if you know of a local artist that lives in the Oakwood Village area that you will be willing to share their name and information with us so that we can reach out to see if they would be willing to perform on one of our concert series nights. Please share that information with myself, Taunya Scruggs or your Council person, and they'll get it to me because we are trying to plan a local artist night. And we are also working to enhance some of the other nights as well, as the community has asked for additional themes and additional music and... **Hardin:** Genres. **Scruggs:** Genres, thank you, losing my words. So, we are working and we are in talks with the Mayor to see what that looks like. And we'll also be meeting with the Council as well during our next budget meeting to talk about what that looks like to bring forth those different dates for Council for the concerts. And that concludes our Fine Arts Report for this time. **Hill:** Quick question. **Scruggs:** Yes, ma'am? **Hill:** If they want to volunteer, do they get in contact with you or the recreation commission? **Scruggs:** Either. **Hill:** Okay.

#### ***Healthcare/HR Committee***

**Hardin:** No report.

#### ***Utility Committee***

**Matlock:** No report.

#### ***Safety Committee***

**Davis:** No report.

#### ***Finance Committee and Tax Incentive Review Council Committee***

**Hill:** I am the chair of the Finance Committee. We are still awaiting our special forensic audit investigation results. Hopefully we are nearing, but I'm not quite sure, we are still awaiting the outcome. And then there is a Finance Committee meeting on February 25th at 5 p.m., March 3rd at 5 p.m. and March 31st at 5 p.m. You are more than welcome to attend, they're open to the public, and that is all for my report.

**Hardin:** Okay, at this time we are opening the forum for comments from our residents. Please state your name, address, and you have five minutes for comments, thank you. Please take the podium and sign in.

### *Open Floor Comments*

Resident, Howse| **Howse:** Karen Howse. Just a quick question, I was just looking through the agenda and had questions for the finance director for ordinance 2024-139 and 2024-140. There is no attachment to the budgets. **Thompson:** They were submitted to the clerk, I'm not sure why it's not there. **Howse:** Am I able to get that today? **Joseph:** I can print it out. **Howse:** Okay. And then you said you passed a temporary budget based on year 2023, did you mean 2024? **Thompson:** No. They instructed me to pass the appropriations with 2025 based on 2023 levels, so that's what the exhibit showed. **Hill:** Because at the time we were trying to prepare it and we were still awaiting September's report, so we had not gotten fully through the year, so we safely made a decision to use 2023 numbers since we had all the documents from that year, all the reports. **House:** So, you guys are in the process of having budget hearings for that, is that what you're doing for safety? **Hill:** Absolutely, for all our departments. The only department we got through was Police. **Howse:** Police, okay. And then the next question I have is for the entertainment, or what do you call that? **Davis:** Fine Arts. **Scruggs:** We have a local artist night. And then, you know, the other nights as well. **Hardin:** It's called Fine Arts, yes, what was... **Scruggs:** Fine Arts Committee. **Howse:** Fine Arts Committee, what dates are you tentatively thinking of as far as the local arts? **Scruggs:** They're still on the table right now. But when the Mayor and I talk... **Gottschalk:** Thursday, the 28th of August and the first Thursday in September. **Scruggs:** And we can we're still going to sit down with the Council to see if those are the dates that Council is available. **Howse:** I'm sorry, what's the what's the date again? **Gottschalk:** Thursday, the 28th of August. **Howse:** The 28th, and what was the other day? **Gottschalk:** The first Thursday in September. **Howse:** Sorry about that. **Scruggs:** September 4th. **Howse:** Okay, that's a Thursday. Hub screw. He's a local resident, I'm sure you know about that. That's it, thanks. **Scruggs:** You're welcome.

Resident, Stevens| **Stevens:** Good afternoon, my name is Shirley Stevens and I would like to say good evening to everybody, I have been asking for something that I never got, so what I have done is gone back to my old tactics. My husband always told me, if you don't ask for it in writing, you didn't ask for it. And that's one way the Internal Revenue Service gets us every time, they have everything, right? So, I have two letters here. I have been asking for the minutes, and my concern is that I wanted to look at the minutes because so much is happening up here. Our world is in a turmoil, it's scary. I work with the Internal Revenue every day and a day doesn't go by that I don't get a letter, or I'm trying to interpret a letter that's going on and it's very scary. And what's got me, because I was really tired and I didn't want to come up here. And I remember Bishop [inaudible] when she prayed over our president. Bishop Barbie, I think that was her

name...oh, Bunny, and she was so quiet and she said, who's going to say something? That was riveting. Who's going to say something about what's going on in this world? It has to be us. Just like that old saying, they came for one person, nobody said anything, they came for the second person, nobody said anything, then they came for me, there was nobody to say anything. I take taxation and government very seriously, and when things are happening in my country that I don't understand why people are getting away with it or why they're doing it, it hurts my heart. So, we have to participate, and I give you all credit that you try to participate. So, I'm up here tonight, I have been asking for the minutes. I don't want to seem as if I'm a pest, but I've been asking for the minutes because those minutes document everything that's happened up here, all the money that was spent. It protects all of us, from the budget, what was appropriated, the audience asked you a question, that lady came up here who was having all that trouble with those wires in her yard next to her. Those are public records; those records are important. If she has to do something, she should be able to come up here and say, I want the records from that minute. There's a lot of issues that people come up here, that's important, those records. So, I have two, I let her have one. I didn't even know who's Clerk of Council, so much has changed, It's about ten things. I'm glad to see we're having a charter review because I was supposed to be here. I didn't hear anything, I thought they had canceled it. **Davis:** I thought I saw your name on the list? **Stevens:** I know, I haven't got anything. **Hill:** Do you check your email? **Stevens:** What, are you kidding? Of course I check my email. **Hill:** They sent everything to your email. **Stevens:** When? I was on there today, I didn't see anything from the Village of Oakwood. **Davis:** Law Director, can you answer her question of when all the information for the charter...She's on the charter commission, when all that information went out to them? I was just told it was e-mailed. **Climer:** I believe that e-mails went out from Sam to get a convenient time for the meeting scheduled. **Hill:** I want to say that was last week. **Climer:** Yeah, I saw that e-mail. If you could give me your email. I received an email, your name is on it. **Stevens:** Well, I should have been checking because I get a lot from the IRS, I'm getting a lot of things. **Hill:** It's tomorrow at 6 p.m. here. **Stevens:** I just heard it, I'm glad I came. [inaudible] **Climer:** We'll double check it. **Davis:** Is there anybody, were they supposed to respond to you or anybody, or to Mr. O'Leary that they were coming, or that they got the e-mail or...that was not a response? **Climer:** I don't think that I asked for RSVPs. **Davis:** Okay, I'll have to check with [inaudible]. **Joseph:** Only if you couldn't make it. **Davis:** Only if you couldn't make it? And everybody else...so far as we know? **Hill:** They can ask that the date was not a good date for them to respond. **Davis:** That's right. I haven't seen it, so... **Stevens:** And so, I, again, I'm asking for those minutes. I got [inaudible] those were not minutes. And I didn't talk to anybody because I didn't want to get into, he said-she said, she came in here and said that. The last time I'm going to say I was very embarrassed when I came up here. Every time I come up here, this is the first time I've asked to speak to the Clerk of Council and they tell me, you can't talk to her, you can't go back there, you can't do that. I'm like, what? I was embarrassed to no end. And the lady was very nice who told me that, she wasn't rude or anything, but she told me, no, you have to call up here and I will transfer you back to talk to her. And I said no, you're not going to transfer me anywhere because I'm leaving. That Clerk of

Council should be available to the public. There should be no such thing as we come up here and we can't talk to the Clerk of Council. I'm not saying hold her hostage talking a long time, she has work to do. But if you have somebody, I think that, and this for you Eloise, because it took me forever to find out who she reported to because nobody was saying who she reported to. I didn't know who she reported to, and I didn't think it was a secret. I didn't ask in anger or bitterness. And everyone is just like this, just like that, and finally I found out. So, I won't be coming up to the Council meeting, this is our community. This is our community, thank you. **Hardin:** Shirley, I'll take that. Mr. Law Director? **Climer:** Yeah? **Hardin:** Could you make sure that the next memos that go out, he puts an RSVP on it, he knows that they have to...? **Climer:** Yeah. **Hardin:** Thank you. **Hill:** Is someone addressing the minutes? **Climer:** There was a request that Ms. Stevens just made for the 2023 minutes which I gave to Tanya. She can better assemble those than I can. **Hill:** Ms. Stevens, are you saying you're not being responded to when asking for the minutes? **Stevens:** I respect the young lady, she's real nice in every respect. But I have been asking for about six months for those amendments. I've got some stuff on the floor in my front room. Unfortunately, I'm the type of person who doesn't throw away anything either. So, whatever I get I hold onto it, even you and your records, I have those. I hold onto things then I look at them. But I'm not going to run down information that I feel I should have gotten by now. I don't even know if it's a matter of law that...All that information that has transpired, I'll go...And that money...There is no public record. I should be able to come up here on the Freedom of Information Act and ask for those records and get it. **Hill:** Okay, well, two things, because I know we were here in September or October, and you came in and I know we gave you minutes then. I was here and physically saw that. But also, I thought it was communicated to you that the minutes are behind because there were such extensive meetings that went for so long. But in lieu of that, we made sure the public record was available online by posting the actual recording, which meets the Sunshine Law. No one communicated that to you? **Stevens:** Yes, you did tell me that it went online. **Hill:** Okay. You just want them in writing is what you're saying? **Stevens:** I want something so I can sit down and go over it, have a complete package. Not only do I want the package, but that includes the part that the floor is open to the public. I have gotten some, but they are not minutes. They're not a minute that I can go through and see what happened in the whole thing. I do have a couple months, but that's...illegal stuff, can't do that. **Hill:** It's posted publicly, the entire recording, nothing is redacted. You can listen to every single word. Are you able to access those online? **Joseph:** I can put it on a flash drive. **Hill:** You put it on a flash drive? **Joseph:** No, I said I can give her a flash drive. **Hill:** Do you want a drive? All the information is available, you just have to listen to it, you can't read it. We're not withholding it. **Stevens:** And I offered to pay for it. I didn't come up here and say I want the minutes and you better get them to me. I said whatever I have to pay for it to get some minutes, I will pay for it. I want the written minutes, the whole thing. Look at January, the first one in January of 2023, those are minutes. I expect all the minutes to be like that, and I expect to pay. **Hill:** January 2023? **Stevens:** Yes, I have a copy of somebody... **Hill:** Or 2024? **Stevens:** No, 2023, some of my old minutes that I have. **Matlock:** That's because meetings became so long. **Hill:** But, you

know, there's a different person transcribing them now, so there's a different format. **Stevens:** No, can't be a different form. That's just telling the Internal Revenue, well, we got a new leader here, so we're going to do...Instead of using the 1040 that you know about, we have a new 1040. **Hill:** No, there's no prescribed format required for the meeting minutes, just that they either be summarized or verbatim. **Stevens:** So, the person, who did the minutes of the 2023 year? Who was doing the minutes in 2023? **Davis:** Christine Morgan we had as a Clerk of Courts. **Hill:** And those were summarized, those are not verbatim. **Stevens:** Those were good minutes. They had form format, everything. **Hill:** But they were summarized. The difference is we are requiring her to do them verbatim now so that the public can read every single word, and that wasn't happening before. **Stevens:** I don't have a problem with that. That's not what I'm saying. I'm not complaining about that, I'm saying were saying they were not complete minutes. None of them had what I was looking for when the floor was opened, what the community said, what people had to say. **Joseph:** I'm sorry, Ms. Stevens. **Stevens:** You don't have to be sorry. **Joseph:** All minutes that I complete include the floor opening, who said what, if they gave their address, what they said and when the floor closes. I include that always, in all minutes. So, I'm not sure what minutes you're referring to, but they always include [inaudible]. **Davis:** 2023. [inaudible] **Stevens:** And that's why I didn't want to come and say, because I don't want to get into, he said-she said, I know [inaudible] what I said I had. I don't do that. **Hardin:** Shirley, here's a commitment, in the next two weeks, everything will be available to the minute. The only thing we're going to do now, we're going to summarize versus have verbatim, okay? But you will have them in two weeks, I'm committed to it. **Hill:** Did we vote on that? **Scruggs:** No. **Hill:** I don't... We took a vote to decide verbatim. **Hardin:** I thought we did. **Davis:** That was back in [inaudible]. **Hill:** I may have missed it at the last meeting. **Davis:** Ms. Morgan did the minutes in 2023, So that's why we did that. **Hill:** We took a vote to make it verbatim, so we should [inaudible]. **Hardin:** I queried Council, she sent out a memo. She sent out a memo, and everybody said...Better yet, let's do it publicly, no problem. Thank you, Shirley, we can do it publicly. Is there anybody else that would like to come up, if not, the floor is closed? **Gottschalk:** One other matter that I want Ms. Stevens to hear. If Ms. Joseph is tied up, she has a note on her door saying I'm busy. Like, a resident should be able to come in the door and see Ms. Joseph, oh, she's not here, rather than waiting in the lobby being told whatever you've been told. **Hardin:** Let's go on record Mayor, we don't want to resolve that here, okay? The resident made her comment and we'll talk, we'll deal with it. **Gottschalk:** All right. **Hardin:** Anything else? All right, the floor is closed for public comment. Mr. Law Director...before we read the legislation, question came on the floor regarding...Madam Councilwoman, do you want to have that vote or do we have open discussion in meetings? How do you want to deal with that? **Davis:** No, she's asking for 2023's and that was Ms. Morgan, Morgan did it back then. Also, she only summarized it back then. **Joseph:** from July to December of now; July 23rd is when I got there. **Davis:** Okay. **Joseph:** So, anything before that was summarized minutes. **Matlock:** And who was it after, that was like Debbie... **Davis:** Christine Morgan. **Hardin:** But we do have these minutes already prepared, is that what you're saying for 2023? **Hill:** Yeah, those are done. **Hardin:** Okay, all



right. We'll make sure that she gets them within the next... **Joseph:** she asked for 2024. **Hill:** Right, she's not [inaudible]. **Davis:** She said 2023, she kept saying 2023. **Hardin:** She wants 2024? **Joseph:** Yeah. **Hardin:** Okay, I thought this said 2023. **Davis:** Yeah, I heard 2023 too, I'm sorry. **Climer:** I got the letter, it says 2023. **Davis:** Yes, the letter says 2023. **Hardin:** She wants 2023? **Stevens:** I want 2024, the year that just closed. **Hill:** Did she get 2023? **Hardin:** Okay, you got 2023 on your letters? **Stevens:** I did see it on my letters, uh-huh. **Hardin:** So, you'll get them Shirley, you'll get something. **Davis:** What's the next thing? **Hardin:** Legislation.

### *Legislation*

Climer proceeds to read...

**\*\* Second Proposed amendment to Resolution 2024-128 to be voted on by Council\*\***

|                               |   |
|-------------------------------|---|
| <b>2024-128</b>               | <b>A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH</b>    |
| Introduced 10-22-24           | <b>FINANCIERE ESTEREL d/b/a TRESICAL, INC. FOR THE PROVISION OF A JOB</b> |
| By the Mayor and              | <b>CREATION GRANT AND DECLARING AN EMERGENCY</b>                          |
| 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 2-11-25                |   |

|                               |   |
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| <b>2024-129</b>               | <b>A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH</b>      |
| Introduced 10-22-24           | <b>FINANCIERE ESTEREL d/b/a TRESICAL, INC., FOR THE PROVISION OF A NON-</b> |
| By the Mayor and              | <b>REFUNDABLE NET PROFITS TAX CREDIT AND DECLARING AN EMERGENCY</b>         |
| 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 2-11-25                |   |

**Climer:** First item of this ordinance, 2024-128, That's been read three times and it's presently on the table. I think the Mayor wants that to remain on the table. **Hardin:** That's fine. **Climer:** Next time on this ordinance. 2024-129. That has also been read three times and is present on the table. I think the Mayor made the same request that remain on the table. **Hardin:** fine.

Climer continues reading...

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| <b>2024-137</b>               | <b>AN ORDINANCE TO PREPARE FOR TRANSITIONS IN THE BUILDING DEPARTMENT</b> |
| Introduced 12-28-24           | <b>OCCURRING AS OF JANUARY 1, 2025 AND REQUESTING THE MAYOR PROVIDE</b>   |
| Council as a whole            | <b>ADEQUATE NOTICE TO ALL BUILDING DEPARTMENT POSITIONS AND</b>           |
| 1 <sup>st</sup> read 12-28-24 | <b>DECLARING AN EMERGENCY</b>   |
| 2 <sup>nd</sup> read 12-30-24 |   |
| 3 <sup>rd</sup> read 1-14-25  |   |
| Tabled 1-14-25                |   |

**Hill:** And I'll stop there please, because I believe we were supposed to make changes to that, and in lieu of that... Yeah, Council, if you look at sections one and three. **Hardin:** I'm sorry, which one are you on? **Hill:** 2024-137, been sitting here for a while. **Hardin:** You said section three? **Hill:** One, three and four need up-to-date dates. So, section one says January 1st, 2025, what are we changing that day to? **Scruggs:** I thought we said February 15th? **Davis:** Yes, that's what we said at the last meeting, February 15th. **Hill:** Are we going to change to March 1st now, or are we keeping it? **Matlock:** I think we should move it to March 1st, the 15th, because he's coming in here Monday, I say March 1st. **Davis:** Because we have to restore that transition. **Hill:** They're just coming next week? Okay, March 1st. Section three. So, is that going to be February 28th? **Davis:** What is section three? I'm sorry. **Hill:** Authorizing health care. **Hardin:** Okay, section three shall authorize health care expenses. **Davis:** Well, he doesn't receive health care, correct? **Hill:** It says currently authorized. I don't know who's authorizing them. **Davis:** The only one we have there is Mr. Marinucci. He's part time, so he doesn't [inaudible]. **Thompson:** No health care. **Hill:** No one in the building. **Davis:** Nobody else is there. No, because a person answering phones is from the service, right? **Hardin:** Everyone's gone? So, this is in effect? **Thompson:** The ones that are there do not get health care. **Hardin:** Okay, so we don't need section three then Mr. Law Director? **Climer:** I guess not, actually. **Hardin:** They don't get health care, so we don't need to address that. So, four becomes three? **Hill:** And five becomes four. **Climer:** Those are the only two changes other than... **Hill:** Section three? **Climer:** Yeah, one and three. **Hill:** The new three. **Climer:** I understand, we'll renumber everything, but... **Hill:** The new three needs [inaudible]. **Climer:** One, three, and the present one are the only two changes, correct? **Hill:** Yeah. One and the new three, yeah. **Climer:** I haven't heard this before so that's... Okay. **Hill:** Does three need to come out? Are you all looking at number three? **Hardin:** I'm looking at it, so what's the question? **Hill:** This is what we agreed upon originally, things have changed. Are we altering this information here? Because we need to make the edits and pass it. **Climer:** I mean, [inaudible] if there's nobody in the department receiving benefits, that's... **Hill:** No one is receiving... No, number three is for pay, the one we just renumbered to three. **Davis:** But he works full time. **Climer:** Oh, the new three, present four. **Hill:** Correct. **Hardin:** Could you read that, Mr. Law Director, out loud? **Climer:** Council, I hereby authorize this appropriations for Building Department employees to receive no more than two weeks' severance pay at the rate currently authorized, and each employee's payment ordinance to be issued during the last pay period of 2024. And the finance director to provide a written report to Council documenting any said payouts no later than the first regular Council meeting of 2025. So that would need... **Hill:** Do we need to access it now, is everybody gone? **Davis:** No, Mr. Marinucci is still there, but he's not full time, but he's still there, correct? We still have two weeks of severance? **Climer:** If the intention is to pay two weeks' severance pay... **Davis:** Yeah, he would still have to be paid but a change of date instead of being... **Climer:** Right, so it would be... **Hardin:** If we're doing a March 1st. **Climer:** ...The last pay period of March 2nd, 2025. **Hill:** No, we just said beginning March 1st, we weren't authorized, so it's the last pay period in February. **Climer:** Oh, I'm sorry, yeah. **Davis:** Of 2025. **Climer:** And the first regular Council meeting of March [inaudible]. **Hill:**

Yes. **Davis:** March, the first one in March. **Hardin:** So, three is March 1st? Just three March? **Hill:** No, three is...February 2024 is going to be February 2025, and at the very last where it says 2025 is going to say March 2025. Law Director, I can send you the original file so it doesn't have to be rewritten. **Climer:** I think I've got it. **Hill:** Oh, you have it too, right. **Climer:** If I can't convert it, I'll call. **Hardin:** So, we're not going to deal with it, we're going to wait until those corrections are made since those dates are important? We have time, right? We don't have to make a change? All right. **Climer:** I'm sorry. I'm just finishing my notes. **Hill:** We've made too many changes to amend this right now and pass it, right? **Davis:** Yes. **Climer:** Yeah, it should really be written in. **Hill:** Okay. **Davis:** So, we will need it by our next meeting, correct? **Hill:** We'll need it before that, actually. We may have to call a special for that, because our next meeting is February 25th. This is supposed to happen before the end of the month. We need to call a special meeting. **Hardin:** We're going to be here for a day already. **Hill:** 25th. **Hardin:** All right, we can deal with that. **Hill:** 25th is too late, that's what we're saying. **Matlock:** We need to do something. **Hill:** We're going to have to go into session. **Hardin:** Okay, yeah, you're right. You make the changes, and then... **Climer:** And spend the next day or two...

Climer continues reading...

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| <p><b>2024-139</b><br/> Introduced 12-30-24<br/> By Mayor and<br/> Council as a whole<br/> 1<sup>st</sup> read 12-30-24<br/> 2<sup>nd</sup> read 1-28-25</p> | <p><b>AN EMERGENCY ORDINANCE TO MAKE PERMANENT APPROPRIATIONS FOR<br/> CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF<br/> OAKWOOD, OHIO FOR THE YEAR 2025</b></p> |
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**Joseph:** That's third reading today. **Hardin:** This is third reading? **Hill:** But there's no attachment. **Hardin:** Madam clerk, what are you saying? **Joseph:** I have to see what attachments he has to send to me because I only have one present, I think the legislation you passed. **Thompson:** [inaudible]. **Joseph:** [inaudible]...I wasn't here. **Thompson:** Yeah, you weren't here and Johnny was doing a meeting, so... **Hardin:** Okay, so we're going to table this? **Davis:** No, it's third reading. So, we'll just leave it here. **Hill:** It's on third reading tonight or second reading tonight? **Climer:** It's been read twice. **Hardin:** So, this is just a third reading? Okay, third reading, no problem. **Climer:** So, you're tabling it? **Hardin:** Yeah. **Davis:** No, we're just, oh, you want to table it? **Hardin:** Mmhmm. **Climer:** Alright, next item, ordinance 2024-1... **Hill:** Don't we have to make motion to table it, or no? **Climer:** You probably should. **Hardin:** Yeah. The fact that...third reading, we have to do something with it, so we're going to table it. **Climer:** All right, do you want to call it then?

Motion to table Ordinance 2024-139 made by Hardin seconded by Hill  
**YES VOTE:** Hardin, Scruggs, Matlock, Davis, Hill  
**MOTION PASSED**

**2024-140**                      **AN EMERGENCY ORDINANCE AMENDING ORDINANCE 2024-36, AS AMENDED, MAKING APPROPRIATIONS FOR CURRENT EXPENSE OF THE VILLAGE OF OAKWOOD DURING THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND MAKING NECESSARY TRANSFERS AND ADDITIONAL APPROPRIATIONS**  
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

**Davis:** Make a motion to table because we don't have the attachment.

Motion to table Ordinance 2024-140 made by Davis seconded by Scruggs

**YES VOTE:** Hardin, Scruggs, Matlock, Davis, 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**  
Introduced 1-28-25  
By Councilwoman Hardin  
1<sup>st</sup> read 1-28-25  
2<sup>nd</sup> read 2-11-25

**Davis:** Do we need to table it? **Hardin:** Until we get to surveying, yes. **Davis:** I make a motion to table 2025-... **Hill:** That's on second reading. **Davis:** Well, it says...Okay. **Scruggs:** We need to do the survey. **Davis:** So, we're okay? **Climer:** 2025-02's, it says it's been read twice. **Hill:** No, today's date is the second reading. **Davis:** Yeah, that's today's date. **Climer:** Oh, I'm sorry, I misread that.

**2025-13**                      **A RESOLUTION OF CONDOLENCES TO THE FAMILY OF CURTIS TIGGETT**  
Introduced 2-11-25  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 2-11-25

**Davis:** I make motion to approve. **Hill:** To suspend. **Climer:** We can't suspend, we don't have sufficient people. **Davis:** That's a shame. **Hardin:** So, it's just first reading. Okay, it goes on a second reading.

**2025-15**                      **AN ORDINANCE AMENDING SECTION 127.02 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF OAKWOOD TO ALLOW FOR THE APPOINTMENT OF ONE ADDITIONAL ASSISTANT FIRE CHIEF AND DECLARING AN EMERGENCY**  
Introduced by 2-11-25  
By mayor and  
Council as a whole  
1<sup>st</sup> read 2-11-25  
\*previously was 2025-WS-2025-WS-08

**Hardin:** Question, does that office current...Chief, it currently exists, is that what you're saying?

**Tapp:** Yes. The position exists, the ordinance was just never changed. **Hardin:** And how long has that been in effect? How long has that person been in that position? **Tapp:** Well, they're sworn in the same day, so last June. **Hill:** Council Clerk Joseph, 2025-WS-05 became 2025-14? **Joseph:** Yes ma'am. **Hill:** and 2025-WS-08 became 2025-15? So, we can't suspend or pass either of those. Is it possible for you to get the changes for 2024-137 to us tomorrow so we could call a special for Thursday and put all three together? **Climmer:** Yeah, I think I can. **Hill:** I mean, I can send it to you tonight. **Climmer:** I might not be able to be here Thursday, but I believe I can get these changes made. **Hill:** I could just send them to you tonight and then you can review them [inaudible]. **Hardin:** Ok. Chief, a little more background. Who made that appointment? How did that happen? Help me with that. **Tapp:** Well, on the night they swore me in as Chief, they swore in both Assistant Chiefs as well. **Hardin:** I remember that, but who said we had to? **Tapp:** That was just the way it...They asked how we wanted to run the department after Chief Schade had left, and that's what we decided we needed to do. **Hardin:** They being? **Tapp:** Me and the Mayor, I think Brian was involved in the conversation. **Hill:** So, this is why it was never put into [inaudible]. **Hardin:** That's why, because we didn't know it wasn't... **Matlock:** we never knew. **Hardin:** So, it was created at that point in time? **Tapp:** Yes, right after Department Chief Schade left, correct, which was three years ago. **Hill:** So, nobody ever knew. So, it's technically not authorized, but was there a reason you all chose to move from one to two? **Tapp:** Just the way our schedules work, constantly we were guaranteed somebody would be here every day throughout. **Matlock:** Is that because of the fact that you weren't yet...I know all you guys were at different fire stations. **Tapp:** We're all full time somewhere else. **Matlock:** Right, and that was the reason why you put that one position in there, so it would be covered. **Tapp:** Everything is covered every day, so one of the three of us is here [inaudible]. **Matlock:** So, let me ask you a question now, since you are now the Fire Chief; does that position still need to be in existence? Because now you should be able to be full-time here, we wouldn't need that other extra person. Before, we were just covering you because of the fact that all of you guys were full time and we didn't have a Fire Chief supposedly, and then everything was probably chaotic because we don't know what took place over there. Do you understand what I'm saying? At that time, you guys were trying to cover that position because all three of them have had full-time positions somewhere else. We no longer had a Fire Chief, but now, since he is the full-time Fire Chief there, and this is your position, you should no longer need that position because you're going to be here. You're not covering any positions anymore. You have yours, the Assistant Fire Chief is there, everything should be lined up now. **Tapp:** Administratively though, with 70 people, if you were to follow it out, you should have two Assistant Fire Chiefs along with two captains and eight lieutenants to handle the amount of people. **Hill:** So, it's not...At first as you said it was an issue of covering time to make... **Tapp:** It was never an issue of covering, that's just the way the department should be run. It was never run correctly. **Hill:** Originally you said you were trying to cover, make sure they have someone here all the time. Now you're talking about managing the amount of people. So, do you still need two to cover the amount of...so that someone's there all

the time? Or now that you're here full time, that problem is solved? **Tapp:** We still need two Assistant Chiefs. **Hill:** And you're full-time? **Tapp:** Yes. **Hill:** Okay, listen to my question though. If you're full-time and you have one Assistant Fire Chief, does that cover someone being there all the time, the first thing you stated? **Tapp:** Well, yeah. I mean, I'm here Monday through Friday, but the other two Assistant Chiefs are full time somewhere else, so they break up their days. They're still only here 20 hours a week each, but they all do an administrative part. One handles all fire business, one handles our fire prevention, our CPR classes, everything else. So, one is more of education and fire prevention, and the other one handles all the fire side of it. **Hill:** And is that Assistant Chief also the Fire Prevention Officer? I thought you have one of those too. **Tapp:** He is in charge of the fire prevention here and he handles all our education. **Hill:** I thought that was another position. **Tapp:** We have a Fire Prevention Officer to do the inspections, but Brian is in charge of the whole Fire Prevention Department: inspections, fire investigations, all our CPR, all of our building part and stuff, the [inaudible] and stuff like that. So, he handles all that side of it. **Hill:** So, the fire prevention, and I don't have your job descriptions in front of me, the Fire Prevention Officer only does inspections? **Tapp:** Inspections. **Hill:** Okay. **Matlock:** So really, the hierarchy went... Your organizational chart, where you're the Chief or the Chief was there, you have one assistant, two captains originally. This is when Schade was here. **Tapp:** Correct. **Matlock:** Two captains, and underneath that you have 70 fire... **Tapp:** We had eight lieutenants [inaudible]. **Tapp:** We're allowed up to 71 members, I think we're at 64 right now. But we're allowed up to 71 members by ordinance. **Hill:** So, before we go back into our next budget conversation, do we have all of their job descriptions so that we can review that? **Matlock:** I think he has everything in here. This is it, right? **Tapp:** Yeah. **Hardin:** Brian, bottom line, when we swore the two in, did that create another expense? **Thompson:** For the time frame to cover these departments, yes. **Hardin:** Okay. And so, I'm a little... Just wait for me to catch you. So, the fact that... What changed? You became the Chief, and so what changed? **Tapp:** So, when I was Assistant Chief, I would be working anywhere from 40 to 60 hours every pay period. So, I was averaging almost 30 hours a week as Assistant Chief. But now Chris and Brian can't do 30 hours a week. They're only doing, like, 40 hours between the two of them. It's not really incurring any more expenses to us because they broke up that position between the two. So, they came off of shifts working 12 hours and came in doing administrative work during the day and running things around the department. So, it really did not incur any more money [inaudible]. **Thompson:** Okay. Thanks for the correction. **Tapp:** Well, it didn't incur anymore payroll, it just split up division and like jobs over there. **Hill:** So, what will help us see that in real time is if we get 2023? I'm sorry, Schade was on payroll for so long that, so... Before Schade left, we can get that year's numbers? With what the fire... I'm talking to you, Finance Director. **Thompson:** Oh, yeah. **Hill:** If we can get the pay break out because you have those totals, those years that closed out, for the Fire Chief and the Assistant Fire Chief, and then after he left, what those amounts look like in those years for us. So, if we can get payroll registrars, we'll find a number. **Tapp:** They came in under payroll. **Hill:** That would be helpful. **Tapp:** They came in under payroll last year by quite a bit of money, so it definitely did not cost [inaudible].

**Hill:** And we meet February 25th. **Hardin:** So Chief, the things that we talked about regarding these pay adjustments, you'll have all that ready? **Tapp:** It's all on the budget, yeah. **Hardin:** Okay. **Davis:** I have a question on this, though. It doesn't say...It just says Assistant Fire Chief not to exceed two. But it doesn't say, for example, he said they're splitting up 30 hours part time/part time, 20 hours each. Should we not have that in there? Because otherwise it just allows for two Assistant Fire Chiefs and they could make it whatever. **Hardin:** It could be full time. **Davis:** Yeah, it could be full time. So, it should be listed as part time. **Tapp:** I obviously don't have any other full-time positions on there other than Fire Chief. **Davis:** Okay...The Fire Chief is the only full-time and...So, does it say in the job descriptions that they're part time too? The officers, besides Fire Chief, or not? **Tapp:** I believe the station handbook does. The Chief is the only full-time position I have. **Climer:** I think it would be best handled in the job descriptions and/or the budget. **Hill:** And I think that's why she's asking that, because if we legislate this, it will have budget implications. So, full-time hours in your department are what? **Tapp:** Full time is 40 a week. **Hill:** Not 30? **Tapp:** No, full time is 40. **Hill:** Full time is 40. So, anything up to 40 could be considered part time, then. **Tapp:** It is considered part time. I mean, we work 12-hour shifts. **Hill:** So, her point is very valid, what she said, they could both end up working 35 hours each. **Tapp:** Yeah. I mean, if we get a fire in there, they have to be here for more time than that. Yeah, there is that chance. But they're also doing the job of other people in here doing that then. Like they're covering a shift that they came in to work for. **Hardin:** Right. So, they would be entitled to it because they're there physically. **Tapp:** And somebody didn't come to work, so they're filling in for them. So, it's not costing the village any more money, they're replacing somebody else. If they came into work a shift there, somebody to called off, we were short a person. They just took that person's position, so it doesn't accrue anymore money. **Hill:** Okay. I think those are the types of things we need to explain. **Tapp:** And we will. **Hardin:** Thank you, Chief. **Davis:** Are we done? **Matlock:** So, we're not going to kick the can down the road anymore? **Hardin:** All right, finished with the legislation? **Climer:** Yeah.

Motion to adjourn council meeting made by Davis seconded by Matlock

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

**MOTION PASSED**

Adjourned at 8:49pm

Approved \_\_\_\_\_

\_\_\_\_\_  
Evan Garrett, Assistant Clerk of Council

\_\_\_\_\_  
Eloise Hardin, President of Council

**VILLAGE OF OAKWOOD  
HUMAN RESOURCES COMMITTEE MEETING MINUTES  
2025-9-8**

**ATTENDANCE**

Eloise Hardin, Ward 2  
Paggie Matlock, Ward 3  
Mary Davis, Ward 4

**ABSENT**

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| Ross Cirincione, Prosecutor         | James Climer, Law Director          |
| Matt Jones, Village Engineer        | Sam O'Leary, Assistant Law Director |
| Roland Walker, Chief Bldg. Official | Erica Nikolic, Mayor                |
| Carlean Perez – Recreation Director | Tom Haba, Service Director          |
| Mark Garratt, Police Department     | Dave Tapp, Fire Department          |
| Brian Thompson, Finance Director    | Johnnie Warren, President           |
| Taunya Scruggs, Ward 1              |                                     |

*\* Arrived after roll call*

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Meeting opened at 4:24pm by Hardin  
Pledge of Allegiance  
Roll Call taken

**Hardin:** We're calling the meeting to order for the Human Resource Committee and let me state for the record the date and time. Today's date is September 8th, and this meeting is starting at approximately 4:24p.m. Madam Clerk, would you read the statement as it relates to Executive Session?

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

**YES VOTE:** Hardin, Matlock, Davis

**MOTION PASSED**

Enter executive Session at 4:25p.m.

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

**YES VOTE:** Hardin, Matlock, Davis

**MOTION PASSED**

Exited executive Session at 7:04pm

**Joseph:** We just recently had our Assistant Clerk of Council interviews. **Hardin:** Results will be reported. **Joseph:** We will be forwarding our recommendations over to the additional council members for further review and then we will make a decision after that.



Motion to adjourn made by Davis seconded by Matlock

**YES VOTE:** Hardin, Matlock, Davis

**MOTION PASSED**

Adjourned at 7:06pm

Approved \_\_\_\_\_

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

\_\_\_\_\_  
Eloise Hardin, President of Council

**VILLAGE OF OAKWOOD  
SPECIAL MEETING MINUTES  
2025-11-25**

**ATTENDANCE**

Eloise Hardin, President  
Norman Bliss, Pro-Tempore  
Taunya Scruggs, Ward 1  
Yvonne Evans-Warren, Ward 2  
Paggie Matlock, Ward 3  
Mary Davis, Ward 4

**ABSENT**

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

*\* Arrived after roll call*

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Meeting opened at 2:09pm by Hardin  
Pledge of Allegiance  
Roll Call taken

Motion to enter executive session to consider the appointment of a public official  
made by Matlock seconded by Bliss

**YES VOTE:** Hardin, Bliss, Evans-Warren, Matlock, Davis

**MOTION PASSED**

Enter executive Session at 2:10p.m.

Motion to adjourn executive session to consider the appointment of a public official  
made by Davis seconded by Evans-Warren

**YES VOTE:** Hardin, Bliss, Evans-Warren, Matlock, Davis

**MOTION PASSED**

Exited executive Session at 6:57p.m.

Motion to appoint Joseph Lastery to fill the vacancy in office of Ward 5 Councilperson made by Davis  
seconded by Bliss

**YES VOTE:** Hardin, Bliss, Evans-Warren, Matlock, Davis

**ABSTAINED:** Scruggs

**MOTION PASSED**

Motion to adjourn made by Davis seconded by Matlock

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

**MOTION PASSED**

Adjourned at 7:00p.m.

Approved \_\_\_\_\_

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Tanya Joseph, Clerk of Council

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Eloise Hardin, President of Council

**VILLAGE OF OAKWOOD  
COUNCIL MEETING MINUTES  
2025-11-25**

**ATTENDANCE**

|                             |                                     |
|-----------------------------|-------------------------------------|
| Eloise Hardin, President    | Erica Nikolic, Mayor                |
| Norman Bliss, Pro-Tempore   | James Climer, Law Director          |
| Taunya Scruggs, Ward 1      | Mark Garratt, Police Department     |
| Yvonne Evans-Warren, Ward 2 | Brian DiRocco, Fire Department      |
| Paggie Matlock, Ward 3      | Brian Thompson, Finance Director    |
| Mary Davis, Ward 4          | Tom Haba, Service Director          |
|                             | Roland Walker, Chief Bldg. Official |

**ABSENT**

|                              |                                     |
|------------------------------|-------------------------------------|
| Ross Cirincione, Prosecutor  | Karen Gaither – Recreation Director |
| Matt Jones, Village Engineer | Sam O’Leary, Assistant Law Director |

*\* Arrived after roll call*

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

Motion to adopt the November 12<sup>th</sup>, 2025 Special Meeting Minutes made by Davis seconded by Matlock

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

**ABSTAINED:** Bliss

**MOTION PASSED**

Motion to adopt the November 13<sup>th</sup>, 2025 Special Meeting Minutes made by Davis seconded by Matlock

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

**ABSTAINED:** Bliss

**MOTION PASSED**

**Hardin:** Okay, before we go any further, I'd like to welcome our new council member. We have a new councilmember At-Large, Mr. Norman Bliss. It is with great pleasure that we introduced Mr. Bliss to this council and we're looking forward to great things. **Bliss:** Thank you very much.

**Hardin:** Is there anything you'd like to say? **Bliss:** I'm honored to serve, I was sworn in yesterday with the oath of office. And during that time I was very appreciative of this honor and this responsibility. Because it is a heavy responsibility to represent the constituency in Oakwood Village. And I am promised to serve it with dignity, with duty, with civility, and with my commitment to help make this community better. **Hardin:** Thank you, alright madam Clerk, do we have any correspondence? **Joseph:** I do not at this moment. **Hardin:** Okay, then can we go right into departmental reports, Mayor Nikolic.

*Mayor, Nikolic* **Nikolic:** Thank you, Council President Hardin, and welcome Council Pro-Tem Bliss. We're pleased to have you on board. A few things, yesterday we had a very successful turkey distribution. We gave out over 170 turkeys to families in need. We had a lot of volunteers come out from supported the event. It was well received. As with anything of this magnitude, there were some hiccups, but the goal was to make sure that families had food during the holidays. And with that we had a very successful distribution thanks to our volunteers, our council, and other members of the community. So, thank you, that was a huge success. I want to mention at my last town hall, we had an excellent speaker. She's also a resident, Dr. Victoria Barry, she works for the Treasurer's office. She gave a very informative report on property taxes and how residents could go about filing for a payment plan if they needed property taxes and many other issues that come along with having outstanding property taxes. So that was a very successful event, it was well attended. Many residents found it of value, and it's something that we intend to continue. There'll be another town hall on December 19th, it'll be a holiday edition. We hope to have other speakers, but for that it will be a year-in roundup of all things that's happened in the village, so to speak, during the year. And get some input and feedback from the village on what you'd like to see happen next year. So please come out on December 19th if you're available for that, that's the next town hall on December 19th. I want to alert you that on December 4th, we're having a job fair. So, this is the first ever annual job fair. We're working with the County to put this on. They just did a walkthrough today of the community center to make sure we had enough space. This job here will dedicate it to residents and community members in the upper age level, maybe 16 and over that pocket of the community, 16 to maybe 25, but anyone's welcome to come. But that is my target, trying to ensure that that age group secures jobs. The ones that aren't going to college or the ones that aren't intending to you know enter a particular trade. This is an option for them, so that's happening on December 4th. I want to also bring your attention. Please don't forget that Santa's coming to town. We're having a breakfast with Santa on December 13th, that will be at Mount Zion. And it will be catered by Ms. Sharon's Food Truck. So, we're excited to have a resident catering that event. And if you have little ones, please register your gifts because Santa will be coming through the neighborhood to drop them off. So that is a time-honored tradition of former Mayor Gottschalk. We wanted to bring that back. Residents mentioned that they enjoyed that, and that's something that we look forward to doing. A couple of residents, they are Mr. And Mrs. Claus. So, that's also fun that we're still employing our residents as Mr. And Mrs. Claus, so that's exciting. In terms of our community connections initiative, we've had our first knitting and our first soul food cooking class. It was well attended by our residents. These are classes taught by seniors in the community that have these skills that are very interested in passing them on to youth and other members of our community. So, you know, the knitting class took place this past Tuesday. The Soul Food Cooking class took place last Friday. They made mac and cheese, and there was requests to learn how to make peach cobbler next month, and that's happening on the second Friday next month. December 10th, again, we're having our sustainable home fair. The sustainable home fair is really a response to our climate action plan that we've drafted. The climate action plan, we have goals of reducing our emissions by minimum 55%. We know that our emissions are coming from transportation and homeownership in our homes. So, this fair is a way for us to start educating residents on how they can start buying different types of appliances and things they can do to help reduce the emissions in our community. Also in the newsletter, there's several food pantries to be aware of. There's always the first Saturday of the month Rome distribution, Mount Zion, Hope United Methodist Church, Center Church of Christ, and Fellowship Church of Christ are

all food pantry options. So, please keep your eyes on the newsletters for different options for food, if you are a family in need. Next, Muffins with the Mayor will be on December November 28th. Those are my open office hours for you to come and talk to me about anything. So, there will be muffins, there'll be juice, and that'll be an opportunity for you to come and yet again be an opportunity to talk to me about anything. That includes directors, we had the fire department show up for Muffins with the Mayor, and we talked for two hours straight. So, it's not just for residents, it's for anyone that wants to come and talk with me about anything. So that concludes my report. Oh, I would love to also the last thing. We did have our second autism support group, which is near and dear to my heart. This is something that other residents in the community need. We're starting a resource list, so if there's anyone that you know that may need these resources, it'll soon be on our website. We have one more meeting on December 18th, and the goal of the group is to start culminating resources for anyone in the community that may need these resources. And that will be available on our website. So, with that, that concludes my report.

**Hardin:** Thank you, Attorney Climer.

*Law Director, Climer* | **Climer:** Thank you, Madam President, coming down the road to council is going to be a cybersecurity policy that the state has mandated that we adopt. We are a little bit well, we're way ahead of schedule on that. It is presently being reviewed by the people that'll have to be boots on the ground with it, being our Finance Director and our IT person. Because we are a village rather than a city, that is not required to be adopted until July 1st, 2026. So we got time there, but I would like to get that done ahead of time so we've got it in place and people can get used to it. We have on the work session a proposed update to our public records policy. I would like in the near future to move that to the regular agenda, not necessarily tonight, but to the regular agenda. We're working on some updates to the short well concerning short-term rentals in Oakwood. And then I would request a short executive session following the meeting to discuss the sale of or potential sale of some village property. And that said, I'm open for questions. **Davis:** The group homes, I just found out that I have one coming to Ward four. Are you aware of it, I assume, or not yet? On Stephen Road, or you just got the information? **Climer:** I have heard of... I'm not sure if it's the same situation or not. **Davis:** Okay. **Climer:** There's a person purporting to have rooms for veterans. Their application is very unclear about what it is they are proposing to do. And so, we're requiring them to flesh that out a little bit before we take any review of it. **Davis:** Okay, thank you. **Climer:** And is that the situation you're speaking of? **Davis:** That's the situation I'm speaking of yes, thank you. **Hardin:** Thank you, Mr. Law Director, Finance Director, Brian Thompson.

*Finance Director, Thompson* | **Thompson:** Thank you madam chairman, just a couple brief comments. I think we nailed down a date, December third, if not mistaken, five thirty, our next round of Departmental 2026 budget hearings. We're going to be reviewing Service, Building, and Finance upcoming on that date. So that's pretty much it, make a comment about the budget hearings coming up and I can entertain any questions. **Hardin:** And we'll be receiving those in advance by when? **Thompson:** Yeah, I'm going send the exhibit tomorrow. **Hardin:** Thank you. **Davis:** Can we get updated statements of cash positions, revenue reports, and everything? The last ones we got was August 31st, so can we get updated up to the November 30th? Because it will be December by the time... Okay, and I would like to make another because that's going take a long time these budgets, to make another one just to talk about budgets. Can you send that to me or let me know and I'll come to it. **Thompson:** Yes. **Davis:** Thank you, I'll come and pick

them up, thank you very much. Audits, are we done with audits? **Thompson:** Not done, the Auditors they were projecting like the third week of December. I haven't had any new updates from that. **Davis:** Okay, and that's for the special forensic one or that's the regular audit? **Thompson:** The regular okay. **Matlock:** You haven't heard anything from forensic? **Thompson:** No, I haven't. **Matlock:** Have we contacted them to find out what could be their finalizing date? **Thompson:** No current contact, but we can reach out to them. **Matlock:** Why don't we reach out and find out... **Davis:** Can you let us know before the budget meeting next Wednesday? **Thompson:** Sure.. **Davis:** Thank you. **Hardin:** Okay, Mr. Tom Haba, service.

*Service Director, Haba* **Haba:** Thank you, Madam President. I have no report tonight, would be happy to take any questions? **Scruggs:** The light out here coming into the driveway, is there something that is like a city thing? I kind of like ran up on the curb. **Haba:** The one on the street? **Scruggs:** Right here coming into this, the entryway. It's hard to kind of see when you're coming in. **Haba:** Okay, if it's out, we'll call it in. **Scruggs:** I didn't end up in the pavilion, but I was close... **Climer:** I'll second that it is very dark. **Scruggs:** I missed the driveway; I think the grass is messed up. **Evans-Warren:** I'd like to thank Tommy for helping with the distribution of the flyers. **Haba:** Thank you, we couldn't get all those out today, but we will get them out by tomorrow. We have tied up you know, passing out food and stuff and another job. We're also leafing this morning. But it will be out tomorrow almost for sure by noon all of them. The recreation ones and yours. **Davis:** We thank you for your help with food, passing it out today. I mean that that's invaluable, so we thank you very much, we appreciate it. **Haba:** No problem. **Hardin:** Oh, this must be thank you Tom Haba time. (everyone laughs). **Hardin:** I thank you for last week when we found out that there was a problem and you were on vacation and you still took our call, so thank you. No more questions? alright, thank you Tom. Okay, the Engineer is not here tonight, Fire Chief.

*Assistant Fire Chief, DiRocco* **DiRocco:** Thank you, Madam President, the only report I have from fire is we're still working on getting our two frontline ambulances back. The one that had the bad motor, that's supposed to be back late this week. So, we'll see Friday or next, maybe by Monday. The other one that was getting the repairs from the crash it was in is supposed to be back sometime in December. So, that's where that's at, we're just waiting on parts. **Hardin:** Well, I don't mean to panic, but... **DiRocco:** How are we running an ambulance? **Hardin:** Thank you. **DiRocco:** So, good question, we have a reserve which we're using and one that Bedford Heights loaned us to use. And I'm here for any questions. **Hardin:** Any questions on the Fire Chief? **Davis:** May I ask does Bedford charge us for borrowing it or no? **DiRocco:** They are not, it's just because we have mutual aid agreement with them, they're letting us use it. **Davis:** Okay, thanks very much. **Hardin:** I panicked there for a minute. **DiRocco:** No, we still got covered. **Hardin:** alright, thanks Chief, okay, the building department, Roland Walker.

*RBCEO/Building Dept. Manager, Walker* **Walker:** Thank you, Madam President, no report tonight, just information that's important for everybody to know in regard to with automobiles being parked on the street. I'm still working closely with the Police Department and in the situation where there's an automobile on the street or the road, we have no one to cite as far as residential or commercial. So, this is why we work hand in glove with our Police Department to keep them informed when we come across vehicles like this. Which we have recently this past week and prior weeks to the (inaudible), that's it. Any questions? **Scruggs:** During our

community engagement meeting, there was discussion about the contractors that are currently on the permit list. So, when you come to the building department and then you say you want to get something done, and then they say you know this is your permit, and then maybe a recommended contractor to do XYZ. One of the residents mentioned that the list that they used or the person that they got is, maybe no longer working or the list maybe needs to be an updated. Are you familiar with what I'm talking about? **Walker:** Well actually we were in training with our new software. And with our permit tech brought to the building department's attention that we will be updating our current list with registered contractors, they have to be registered. **Scruggs:** So, if we have contractors that we know, should we be sending them to the building department so that they can get on the list? Because some of the residents were saying during the meeting, can we share information? If I know someone that puts up shutters, can you, you know, pass that information along. I know we can't as Council because we don't want to advertise a business and that they don't do well. But the permitted contractor, you wouldn't be able to advertise them either, correct? **Walker:** No, the only thing we can do, because it is public information. So, if they request for a list of contractors, we can provide that. We just can't send you out one, two, or three contractors... **Scruggs:** Just a list. **Walker:** Just a list, so they can comfortably go through and pick out, you know, who they would like to contact and call for information. **Scruggs:** Okay, so as I'm receiving... Because I am soliciting from my residents people that can do work. It's really hard to find people to kind of help you nowadays. Even if you go online and you're trying to find someone, sometimes they show up, sometimes they don't, sometimes they do the work, sometimes you got to call the police because they didn't stole, which happened to me. But if I have generated this list, should I send that person to the building department or should I just give you the names and you investigate? How does that go? **Walker:** Well, the best way and logical way would be for you to have them come into the building department so they can personally request for that information and we can pull a list. One of the most important information that residents should know and homeowners should know is that we highly encourage that they make sure the contractor is registered and pull a permit. Because that permit basically guarantees the work. And if they're unsatisfied with the work or if there's any questions about lack of, then they can hold that contractor accountable based on the fact that they pulled the permit. Because ten out of ten, when the contractor purchased the permit, that's going to be a part of the deal in plan. So, that's just a protection for the homeowner and... **Resident (in audience):** That's only for outside work, right? **Walker:** For any work, well, it's for outside and for inside, depending on what the project is. Because they may have to have a permit where it's electrical, plumbing, on the inside as well. **Resident:** Okay. **Hardin:** Any other questions of the Building Inspector? Police Chief Mark Garrett.

Police Chief, Garratt| **Garratt:** Thank you, Madam President. Briefly I just want to go over within the next two weeks we'll be wrapping up. All the officers will have their state-mandated CPT, the continuing professional training. We'll exceed state mandates with their training. We not only do the basis but the state mandates as a deal, but we have additional trainings and everything we wrapped up in the second week of December. And I'm also pleased to report that we have all our kids for Shop with a Cop and we have volunteers. So, we're doing well on both of those fronts and so that's December 6th and I'll be happy to report after that all the fun and activities. So, that's all I have Madam President, thank you. **Hardin:** Okay, any questions of the Police Chief? Okay, recreation, is Ms. Gaither available? **Scruggs:** Recreation she is not here, but we do have an upcoming event in December that we would love everyone that is available to

come to on Saturday, December 20th, there is going to be a winter ball. And this is something that has happened for the past I don't know how many years, but it's a couple of years. So, just keeping in the tradition of what normally happens in the wintertime. It is an adult event, so it will be from 5 p.m. to 9 p.m. Right at the community center, and we are asking everyone that is interested in coming to the winter ball to kind of dress up and come and have a good time. You will need to register at the village hall right across and the flyers are going out. **Matlock:** It's at La Casa. **Scruggs:** Thank you, it's at La Casa, so that's a little bit up the road right by the bowling alley. Yeah. Behind the bowling. So, I apologize, I didn't have my flyers in front of me. But yes, so if you're interested in having a little bit of fun with some adults, then come on out and register right across the hall. It only costs twenty dollars and there will be food, dancing, and a live band. **Davis:** I have one comment I like to make, even though Ms. Gaither is not here. I went on the Amish trip; I've probably gone every single year myself. And I went on the Amish trip, and I wanted to say that was the most organized trip that I've gone on for a long time. She accounted for all of us, ducks in the row, make sure everybody was on the bus, everybody was following the timeline, and she gave us plenty of time for each event was very nicely measured out. And just a little small item, we didn't need a second bus. The first bus would have had plenty of room. But the thing that was a small new item, which Ms. Scruggs knows, or ordered, but it was a cup of coffee from Dunkin' Donuts, yes, advertisement, Oakwood Village, and they bought honey buns. I mean, we're meeting at seven o'clock in the morning to catch the bus. But it was just a small little gesture, and it was very nicely taken. But I wanted to thank her so much for keeping us all organized and keeping us all safe. Because she made sure everybody who was on the bus got off the bus and got back on the bus safely. So, I have to commend that was a wonderful trip and very nicely done. So even though she's not here, I want it on the record. Okay, thank you, we're going to go to committee reports. Are there any committee reports? If not, we have any ward reports?

### *Ward Reports*

Matlock, Ward 3| **Matlock:** We just sent out our new newsletter. It just went out to all of the residents in Ward 3 yesterday. Also, we placed a flyer, which will be for December 1st. That will be candidate night, candidate night will be held by the vote of League of Women Voters. It will be from 6pm to 8pm at the Community Center. So, I would suggest to everyone, if you're in Oakwood, please come out and view your candidates. Look and make a very good decision on who you will select as a candidate for your Mayor. This is going to take on as your Mayor. So that is something that is coming up. Also, I want if you're a veteran, thank you for your service. But on the first of the year, we're going to be putting forms out. And the forms will be had will need the information for veterans in your area or maybe your family member. Those veterans' pictures will be placed on banners going down Broadway. it's just one way for us to recognize the veterans in our area. And to put a face to it, for those who have served our country and have kept us safe and that will be it. **Hardin:** When will that be? **Matlock:** The 1st, I'm in touch with the Veterans Administration now, and they just came back in and the lady Donna contacted me. We're going to have the forms out the first of the year because of the fact we have to have time to have the people, their individuals either we have to consider it with council on how we're going to move forward on this. But they would just need the information for each veteran, like their name, what office they serve, what years they served, their picture is very important. Some of you may have pictures, I know my dad served, you know, he's 95, but his pictures were



destroyed in a flood. So, we have to contact Washington in order to get those pictures. If not he'll just be in his suit with his you know hat kicked up on there. But that's just something that you just need to look for. Because we're going to have this done and put up and down the actual Broadway street. Just recognizing our veterans, and that will happen the first of the year. Because there is a timeline for it. We want it done before Memorials Day because we want to put it up for the whole period. So, that's something, just keep looking for the information. We're in the process right now. And once that form comes out, we're going to give you that form or have you come pick it up at the city hall. It may be a fee, we're trying to find out what the fee would be for that person to go up on the on the poll, but it's not, you know, that expensive. If so, maybe we could try and do something by getting maybe some of our businesses as a sponsor. We'll work with it and just see what we come up. **Hardin:** Okay, excellent, thank you for that report.

Davis, Ward 5| **Davis:** The only thing I wanted to let you guys know is my newsletter went out last night at midnight. So, it's on your way and it also has the candidates' information too, but it's got a lot of information that's good things in there. So please look for that and I'm also working with her with the with the veterans. And down Broadway is going to be beautiful from Memorial Day to Labor Day. We're going to have the banners up for the veterans. So, it's a good time, thank you. **Hardin:** alright, thank you for that, great project. alright, no other reports? No other wards? All minds clear? **Hardin:** Alright, thank you for giving me that report. Let's now open the floor for comments from the public. Please walk to the podium, state your name and address. And each person will have five minutes.

#### *Floor opened to the Public*

Jennifer Araya, 7299 Free Avenue| **Araya:** I have some questions for the Finance Director. I would like to know the periodic reports that are generated weekly, monthly, and quarterly. And if you could state those and then if I could get a list of them later. And I'd also like to know how a resident could get a copy of those. It doesn't appear that they're posted on the website. So, is that okay to ask you here? **Hardin:** Absolutely. **Thompson:** We produce the reports, we close out every month, and timeline is like the second meeting of council. Once we close out the reports we put it on the information board out in the in the lobby. Usually if you want to come get them, they're free to get copies and things like that. We can probably start putting them on the website as well. **Araya:** So, what would I see out on the board in the lobby? **Thompson:** It has a cover sheet showing the close of the month for the year and it'll say finance on it, finance report. **Araya:** And you do that every month? **Thompson:** Yes. **Araya:** Okay, and do you generate any kind of reports weekly? **Thompson:** No reports weekly but we have our information always real time when we usually close out the monthly with all the final entries in the report. **Araya:** And that's due within or it's available two weeks after the close of the month. **Thompson:** Yes. **Araya:** Okay, and is there some reason the council hasn't received financial information since August? **Thompson:** We have completed the reports due close in September, so we'll be giving that to council as well. **Araya:** What about October? That should have been available two weeks after. **Thompson:** Yeah, it's not available at this time. We do have some final entries to the report. We will be having that closed(inaudible). **Araya:** Okay, so you only prepare monthly reports then, is that right? **Thompson:** Yes. **Araya:** Okay, and what are the reports that are generated when you're talking about the... **Thompson:** Some of your cash reports, you got your revenue reports, your expense report, you can see all your encumbrances, you can see all your check details in

that report as well. So, it's really detailed in terms of transactions for the month. **Araya:** It's a transaction level report? **Thomson:** Yeah, transaction level... **Araya:** Like a general ledger report? Yeah, all the way down to the detail per line. **Araya:** Okay, that's great, can those be posted online? **Thompson:** Yeah, we can put them online. I'm sure we got the capacity. So, we'll start putting those on a monthly basis. **Araya:** Okay, that's great, and then how could I get all of the reports so far this fiscal or this calendar year from January forward? **Thompson:** You can come in I would assume it may be a records request. **Climer:** You can file a public record request or just simply request them from Brian. **Araya:** Okay. **Thomson:** I can have a copy for you. **Araya:** Okay, when could I get those? **Thompson:** It's the holidays right now, maybe within a week. **Araya:** Okay, next Tuesday then. **Thompson:** Okay, no problem, leave your name again and we'll get the information to you. We can probably send you an electronic copy if you like as well. **Araya:** Perfect, thank you. **Nikolic:** Law Director, if you can, we just have the FOIA request, it's new legislation on the books about how to request information. So, if you could, does the FOIA request mention the process when a resident requests information from the floor? Does that trigger the FOIA request process just asking? And then the clerk takes note, and it triggers the FOIA request? **Climer:** Yeah, so a public records request in Ohio can be made in writing or verbally. And yes, the request here would trigger it. I would encourage Brian to get Ms. Araya's electronic information if you want electronic copies. **Joseph:** I'll provide that information to you. **Nikolic:** Okay, so just so everyone's clear, if you ever want any documents or anything from the village, just coming to the council meeting and requesting it, you're fulfilling the requirement of a FOIA information request. You don't have to email, you don't have to call anyone, just come and asking on record, triggers the FOIA request. If you want any documents or any information from the village. So that's a foyer request process that's on legislation, and that's good to know. So, if there's anything you need or want information-wise, just come to council, request it. It triggers the FOIA request process and our clerk will handle it. **Climer:** Yeah, I will say there may occasionally be questions about what the scope of the request is intended to be. Or we may ask you to send it to us in writing, that's optional, but just simply so that we have a clear understanding of what it is you're looking for. But yes, in general you can make a verbal public records request or make it in writer. **Bliss:** In case anyone doesn't know what FOIA stands for, could someone just explain what that is? **Climer:** In Ohio it's called a public records request, and the federal government calls it a freedom of information request, and it sometimes gets used interchangeably. **Bliss:** Okay, I just wanted to make sure. **Hardin:** Any other questions? Any other comments?

**Brittany Howard, 7207 Blackwell| Howard:** The land that was supposed to be developed for commercial, I think there was going to be a big project there that could change the landscape on the other side of it. So, that way it wouldn't impact your residents' views and stuff like that when the buildings were going up. What's happening with that? Because I see it's for sale now. **Davis:** That was supposed to be the Kroger's sale. **Howard:** Now it's for sale by whoever... **Davis:** By Kroger's. **Howard:** I just didn't know what was going on with that, that's all. **Climer:** Yeah, under the terms of the agreement, Kroger's is required to use its best efforts to market the property because they didn't begin building within a certain amount of time. **Howard:** Okay, I didn't know they still had plans for it, but I saw the sign, so I was just curious. **Hardin:** Any other questions? Alright, if there are no more questions then we'll close the floor for public comment.

*Floor closed*

## Legislation

2025-74

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

Introduced 11-11-25

**By Council as a whole**

1<sup>st</sup> read 11-11-25

2<sup>nd</sup> read 11-25-25

**Motion to suspend 2025-74 made by Davis seconded by Scruggs**

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

**MOTION PASSED**

**Motion to adopt 2025-74 made by Davis seconded by Scruggs**

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

**MOTION PASSED**

2025-76

## AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE

Introduced 11-11-25

**AGREEMENT WITH MONTROSE FORD, INC., FOR THE PURCHASE OF TWO POLICE**

By Mayor and

## PATROL VEHICLES AND DECLARING AN EMERGENCY

### Council as a whole

1<sup>st</sup> read 11-11-25

2<sup>nd</sup> read 11-25-25

2025-77

## A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND

Introduced 11-11-25

## RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO

**By Council as a whole**

**ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE**

1<sup>st</sup> read 11-11-25

**RECORDS OF THE SUMMIT COUNTY FISCAL OFFICER AS PERMANENT PARCEL**

2<sup>nd</sup> read 11-25-25

**NUMBER 33-00324 AND DECLARING AN EMERGENCY**

**Motion to suspend 2025-77 made by Evans-Warren seconded by Matlock**

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

**MOTION PASSED**

**Motion to adopt 2025-77 made by Davis seconded by Matlock**

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

**MOTION PASSED**

**Davis:** I have a question to ask Mayor; I wanted to ask if we can change the marquee by now and take off the pictures of the welcoming and the goodbye of the Mayor. And also, to add the video that we have, because people requested, residents have come up to us and asked if we could put on that we have the meetings on the second Tuesday or videotape. But show them the next are on the website the second day and also the fourth meeting of the month is televised live because they didn't know that. People didn't know that, and we just found out today when residents came up to us. Can we add that to the marquee? **Nikolic:** Absolutely. **Davis:** Okay, good, thank you.

Motion to enter executive session for the purpose of discussing the sale of village property and to discuss a matter depending on imminent litigation made by Davis seconded by Evans-Warren

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

**MOTION PASSED**

Enter executive Session at 7:47p.m.

Motion to adjourn executive session for the purpose of discussing the sale of village property and to discuss a matter depending on imminent litigation made by Davis seconded by Hardin

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

**MOTION PASSED**

Exited executive Session at 8:28p.m.

Motion to adjourn made by Scruggs seconded by Evans-Warren

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

**MOTION PASSED**

Adjourned at 8:34p.m.

Approved \_\_\_\_\_

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

\_\_\_\_\_  
Eloise Hardin, President of Council