

**VILLAGE OF OAKWOOD
WORK SESSION
January 13th, 2026
6:00 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-62 | A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF DARYL HARRIS IN THE POSITION OF COMMERCIAL/RESIDENTIAL BUILDING CODE ENFORCEMENT OFFICER AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THAT POSITION AND DECLARING AN EMERGENCY |
| 2026-WS-01 | A RESOLUTION AUTHORIZING THE ACQUISITION OF AN EMPLOYEE DISHONESTY AND FAITHFUL PERFORMANCE OF DUTY POLICY OF INSURANCE IN LIEU OF A SURETY BOND PURSUANT TO RC SEC. 3.061 AND DECLARING AN EMERGENCY |
| 2026-WS-02 | AN ORDINANCE ADOPTING A CYBERSECURITY POLICY AS PROVIDED IN RC SEC. 9.64 AND DECLARING AN EMERGENCY |
| 2026-WS-03 | AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A HEALTH INSURANCE CONTRACT WITH MEDICAL MUTUAL COVERING ELIGIBLE OFFICIALS AND EMPLOYEES OF THE VILLAGE AND DECLARING AN EMERGENCY |
| 2026-WS-04 | AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ANTHEM BLUE CROSS/BLUE SHIELD TO PROVIDE VISION AND DENTAL INSURANCE COVERAGE FOR ELIGIBLE OFFICIALS AND EMPLOYEES OF THE VILLAGE AND DECLARING AN EMERGENCY |

Reminder to set date(s) for: Hardin

- ✓ Organizational Meeting
- ✓ Charter Review Meeting
- ✓ Budget Review Meeting
- ✓ Council Education Courses

Clerk of Council Hardin

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
January 13th, 2026
7:00 p.m.
AGENDA

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

| | | | |
|-----------------------|---------------------|------------|---------------------------|
| Council President | Eloise Hardin | Mayor | Erica L. Nikolic |
| President Pro Tempore | Norman Bliss | Law | James Climer/ Sam O'Leary |
| Ward 1 Councilperson | Taunya Scruggs | Finance | Brian L. Thompson |
| Ward 2 Councilperson | Yvonne Evans-Warren | Service | Tom Haba |
| Ward 3 Councilperson | Paggie Matlock | Fire | Dave Tapp |
| Ward 4 Councilperson | Mary Davis | Police | Mark Garratt |
| Ward 5 Councilperson | Joseph Lastery | Building | Roland Walker |
| | | Engineer | Matt Jones |
| | | Recreation | Karen Gaither |

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

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

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

10. Legislation

| | |
|---|--|
| 2025-37(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1 st read 6-10-25 2 nd read 6-24-25 3rd read 7-8-25 Tabled 7-8-25 | A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-028 and 795-08-029 |
| 2025-38(AMENDED) Introduced 6-10-25 By the Mayor and Council as a whole 1 st read 6-10-25 | 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 |

2nd read 6-24-25
3rd read 7-8-25
Tabled 7-8-25

2025-39(AMENDED)

Introduced 6-10-25
By the Mayor and
Council as a whole
1st read 6-10-25
2nd read 6-24-25
3rd 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
1st read 6-10-25
2nd read 6-24-25
3rd 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
1st read 6-10-25
2nd read 6-24-25
3rd read 7-8-25
Tabled 7-8-25

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

2025-42(AMENDED)

Introduced 6-10-25
By the Mayor and
Council as a whole
1st read 6-10-25
2nd read 6-24-25
3rd 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

2025-81

Introduced 19-9-25
By Mayor
1st read 12-9-25
2nd read 12-23-25
3rd read 1-13-26

AN ORDINANCE ESTABLISHING THE OAKWOOD COMMUNITY GARDEN AND DECLARING AN EMERGENCY

| | |
|--|---|
| <p>2025-82 Introduced 12-9-25 By Mayor 1st read 12-9-25 2nd read 12-23-25 3rd read 1-13-26</p> | <p>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</p> |
| <p>2025-86 Introduced 12/23/25 By Council as a whole 1st read 12-23-25 2nd read 1-13-26</p> | <p>A RESOLUTION OF CONDOLENCES TO THE FAMILY OF MICHAEL P. PARISH</p> |
| <p>2025-89 Introduced 12/23/25 By Council as a whole 1st read 12-23-25 2nd read 1-13-26</p> | <p>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</p> |
| <p>2025-90 Introduced 12/23/25 By Council as a whole 1st read 12-23-25 2nd read 1-13-26</p> | <p>A RESOLUTION DECLARING THE INTENT OF THE VILLAGE OF OAKWOOD, OHIO TO DISPOSE OF PERSONAL PROPERTY AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR VILLAGE USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2026 AND DECLARING AN EMERGENCY</p> |
| <p>2025-91 Introduced 12/23/25 By Council as a whole 1st read 12-23-25 2nd read 1-13-26</p> | <p>A RESOLUTION TO ESTABLISH A PICK-UP PLAN OR PURPOSES OF PERMITTING EMPLOYEES OF THE FIRE DEPARTMENT WHO ARE ELIGIBLE TO PARTICIPATE IN THE OHIO POLICE AND FIRE PENSION FUND TO DEFER TAXES ON THEIR EMPLOYEE CONTRIBUTIONS TO SAID FUND AND DECLARING AN EMERGENCY</p> |
| <p>2026-01 Introduced 1/13/25 By Council as a whole 1st read 1-13-26</p> | <p>A RESOLUTION OF CONDOLENCES TO THE FAMILY OF PAUL MAYHEW SMITH</p> |

11. Adjournment

ORDINANCE NO. 2024-WS-43

INTRODUCED BY MAYOR

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

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

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

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

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

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

PASSED: _____
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

Exhibit 1

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE:

VILLAGE OF OAKWOOD, AN OHIO
MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION

By: _____

Its: _____

Date: _____

Approved as to legal form:

Law Director/Assistant Law Director

CEP:

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

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

By: Gary R. Cicero
Managing Member

Date: September 4, 2024

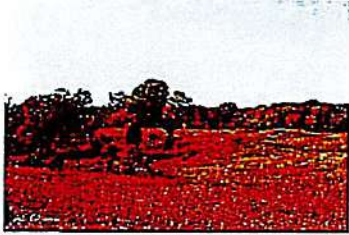
• **ANDREW L. SPARKS AND ASSOCIATES, INC.** •

• *Landscape Architecture* •

30303 Euclid Ave., Wickliffe, OH 44092

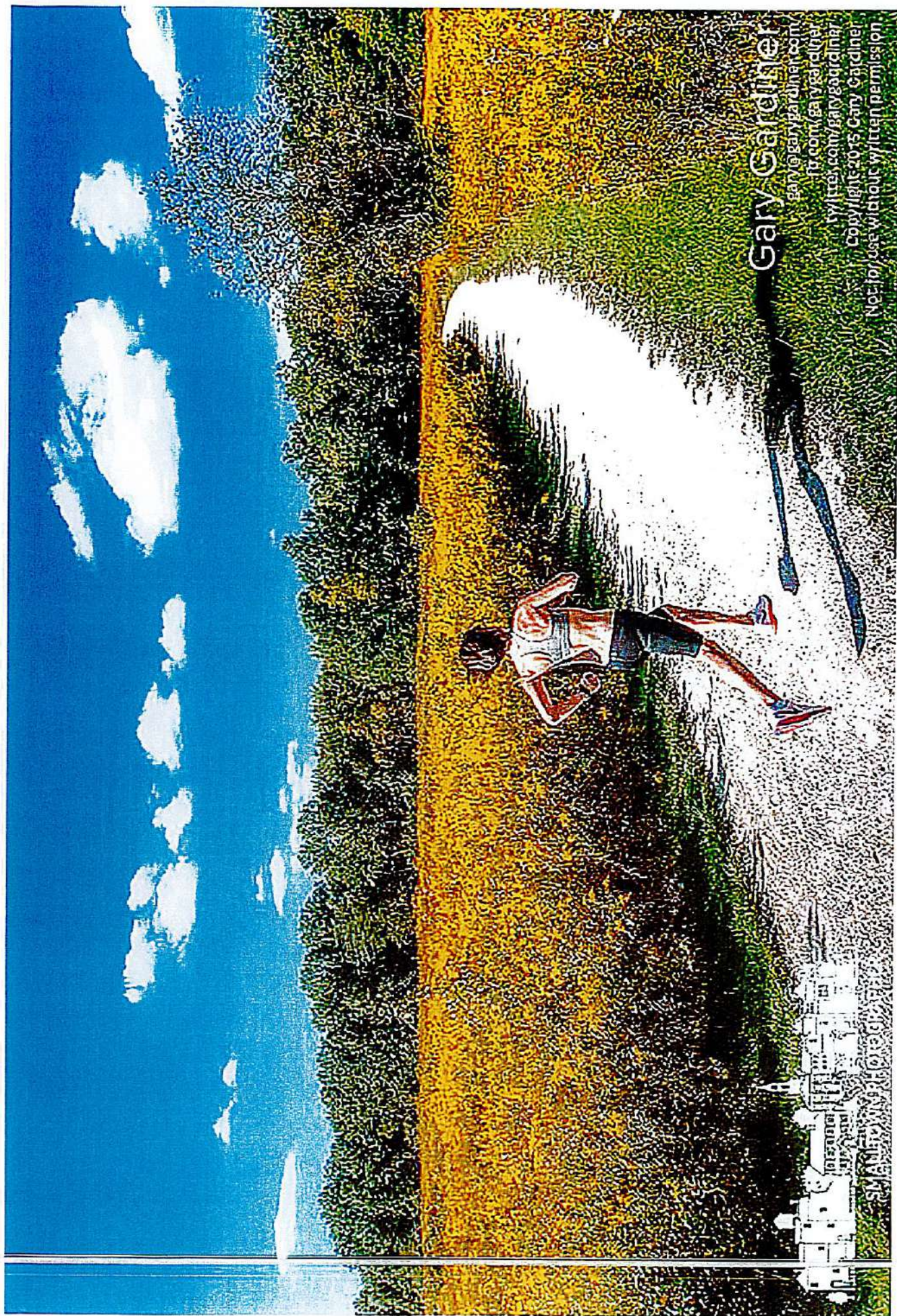
CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

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



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

Exhibit "A"



Gary Gardiner

gary@garygardiner.com

fit.com/garygardiner

twitter.com/garygardiner

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ORDINANCE NO. 2024-WS-45

INTRODUCED BY COUNCILPERSON NIKOLIC

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT A



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

January 8, 2024

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

Via email: hren@cvelimited.com

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

Dear Ed:

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

INTRODUCTION

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

SCOPE OF WORK

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

INTERVIEWS

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

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

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

DESKTOP RESEARCH

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

SAMPLING

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

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

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

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

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

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

PROJECT MANAGEMENT AND REPORTING

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

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

ESTIMATED COST

1

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

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

This budget includes the following assumptions:

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

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

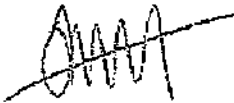
SCHEDULE

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

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

Regards,

CRETELIGENT



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

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

Authorization to Proceed:

Please sign below and include appropriate contact information.

(Client or Authorized Client Representative) Date

Printed Name Title

Billing Contact Information:

Contact Name _____

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Fax Number _____

Email Address _____

Proposal
Preliminary Assessment
Environmental Conditions
Wright Ave, Oakwood Village

APPROVED AS TO LEGAL FORM

James A. Climer, Law Director

**CREtelligent
General Conditions**

1.0 BILLING

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

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

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

2.0 WARRANTY AND LIABILITY

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

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

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

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

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

3.0 GOVERNING LAW:

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

ORDINANCE NO. 2025-WS-16

INTRODUCED BY MAYOR

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

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

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary V. Gottschalk, Mayor

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

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

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

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

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

ORDINANCE NO. 2025-WS-28

INTRODUCED BY

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED: _____
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

SCHEDULE A

MEMBERSHIP PACKAGES

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

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

Single

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

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

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

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

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

ORDINANCE NO.: 2025-WS-43

INTRODUCED BY: MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

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

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

YES - For Passage

NO - Against Passage"

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor: _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

ORDINANCE NO. 2025-WS-62

INTRODUCED BY _____

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

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

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

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

SECTION 1. Council hereby authorizes the employment of Daryl Harris as Commercial/Residential Building Code Enforcement Officer provided that Mr. Harris executes a waiver of the benefits available to 30 hour per week employees as listed in the Employee Handbook.

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

SECTION 3. Daryl Harris, as Commercial/Residential Building Code Enforcement Officer, shall part time 30 hours per week and be compensated at a rate of \$27 per hour.

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

PASSED: _____

Eloise Hardin, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Erica Nikolic, Mayor

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

Position Title: Commercial/Residential Building Code Enforcement Officer

Name: Daryl Harris

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

Reports To: Mayor and Building Manager

Location: Building Department

Pay Scale: \$27 per hour

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

Roles and Responsibilities:

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

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

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



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

Qualifications:

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

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

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

RESOLUTION 2026-WS-01

INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE ACQUISITION OF AN EMPLOYEE DISHONESTY AND FAITHFUL PERFORMANCE OF DUTY POLICY OF INSURANCE IN LIEU OF A SURETY BOND PURSUANT TO RC SEC. 3.061 AND DECLARING AN EMERGENCY

WHEREAS, the Ohio General Assembly, by the enactment of H.B. 291 (eff. Mar. 20, 2019), codified at RC Sec. 3.061, has authorized political subdivisions to adopt by ordinance or resolution policies permitting the acquisition of employee dishonesty and faithful performance of duty insurance policies or coverage documents from a joint self-insurance pool providing coverage for the political subdivision and officers, employees, and appointees the political subdivision who are otherwise required by law to obtain individual surety bonds for the faithful performance of the discharge of their duties; and,

WHEREAS, it is the finding of Council that it is advantageous to the Village to adopt a policy under the authority granted by RC Sec. 3.061 to acquire an employee dishonesty and faithful performance of duty insurance policy or coverage document from a joint self-insurance pool in lieu of requiring officers, employees, and appointees to obtain individual surety bonds for the faithful performance of the discharge of their public duties;

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

SECTION 1. It is hereby declared to be the policy of the Village of Oakwood that, notwithstanding any section of the Revised Code or Oakwood Ordinances requiring an officer, employee, or appointee of the Village to give bond, such officer, employee, or appointee of the Village shall be entitled to enter upon or continue to perform the duties of the office or employment when covered by an insurance policy or joint self-insurance pool coverage document providing employee dishonesty and faithful performance of duty coverage as authorized by RC Sec. 3.061.

SECTION 2. The Finance Director be and hereby is authorized to enter into a contract with Travelers Casualty and Surety Company of America for employee dishonesty and faithful performance of duty insurance coverage as described in Exhibit "A" attached hereto and incorporated herein and the funds to secure such coverage be and hereby are appropriated.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being the necessity to obtain the advantages of employee dishonesty and faithful performance of duty insurance coverage at the earliest possible time, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Eloise Hardin, President of Council

Tanya Joseph, Clerk of Council

Presented to the

Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2026- was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2026.

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. 2026 - was duly posted on the ____ day of _____, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

Exhibit A

Travelers Casualty and Surety Company of America QUOTE OPTION #2

CRIME COVERAGES:

| Crime Insuring Agreements | Single Loss Limit of Insurance | Single Loss Retention | Crime Insuring Agreements | Single Loss Limit of Insurance | Single Loss Retention |
|---|---|-----------------------|--|--------------------------------|-----------------------|
| A - Fidelity 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property | See Endorsement Not Covered Not Covered | | F - Computer Crime 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense | \$500,000 \$25,000 | \$2,500 \$2,500 |
| B - Forgery or Alteration | \$500,000 | \$2,500 | G - Funds Transfer Fraud | \$500,000 | \$2,500 |
| C - On Premises | \$500,000 | \$2,500 | H - Personal Accounts Protection 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement | \$62,500 \$25,000 | \$625 \$0 |
| D - In Transit | \$500,000 | \$2,500 | I - Claim Expense | \$5,000 | \$0 |
| E - Money Orders and Counterfeit Money | \$500,000 | \$2,500 | | | |

Insured's Premises Covered: Worldwide, except

TOTAL ANNUAL PREMIUM - \$2,360.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

Crime Policy Aggregate Limit of Insurance: N/A

PREMIUM DETAIL:

| Term | Payment Type | Premium | Taxes | Surcharges | Total Premium | Total Term Premium |
|--------|--------------|------------|--------|------------|---------------|--------------------|
| 1 Year | Prepaid | \$2,360.00 | \$0.00 | \$0.00 | \$2,360.00 | \$2,360.00 |

POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:

CRI-2001-0109 Crime Declarations Page
CRI-3001-0109 Crime Policy Form

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:

ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement
CRI-19072-0315 Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919 Social Engineering Fraud Insuring Agreement Endorsement
CRI-19101-1025 Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519 Telecommunication Fraud Insuring Agreement Endorsement
CRI-19122-1120 Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement
CRI-19132-0223 Replace Insuring Agreement F.2. Endorsement
CRI-19136-1025 Replace Forgery Or Alteration Exclusion Endorsement
CRI-19137-1025 Change Definition Of Employee To Include Individuals Engaged By A Professional Employer Organization Endorsement
CRI-5036-0613 Ohio Cancellation or Termination Endorsement
CRI-7125-0109 Government Entity Crime Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

1 None

QUOTE NOTES:**NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

ORDINANCE NO. 2026-WS-02

INTRODUCED BY _____

**AN ORDINANCE ADOPTING A CYBERSECURITY POLICY AS
PROVIDED IN RC SEC. 9.64 AND DECLARING AN EMERGENCY**

WHEREAS, the Ohio General Assembly has mandated in RC Sec. 9.64 that all political subdivisions in the State adopt a cybersecurity policy; and,

WHEREAS, the Council of the Village of Oakwood has determined that it is consistent with the public health, safety and welfare of the citizens of the Village to adopt at the earliest possible time a cybersecurity policy in compliance with the mandates of the General Assembly and to provide explicit guidance to public officials and employees concerning the prevention of and response to cybersecurity incidents;

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

SECTION 1. The Village of Oakwood Cybersecurity Policy attached hereto and incorporated herein as Exhibit A be and hereby is adopted.

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 it is necessary to implement the Village of Oakwood Cybersecurity Policy at the earliest possible time to clarify procedures for the prevention of and response to potential cybersecurity incidents, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Eloise Hardin, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2026 - was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2026.

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. 2026 - was duly posted on the ____ day of _____, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT A

VILLAGE OF OAKWOOD CYBERSECURITY POLICY

1. **Program Overview and Purpose.** To establish and maintain a formal cybersecurity program to safeguard the Village's data, information technology, and resources in compliance with Ohio Revised Code § 9.64 and generally accepted best practices, including the NIST Cybersecurity Framework and the CIS Controls.
2. **Definitions.** As used in this policy:
 - (1) A "cybersecurity incident" is defined in R.C. § 9.64(A)(I) and means:
 - (a) A substantial loss of confidentiality, integrity, or availability of a covered entity's information system or network;
 - (b) A serious impact on the safety and resiliency of a covered entity's operational systems and processes;
 - (c) A disruption of a covered entity's ability to engage in business or industrial operations, or deliver goods or services;
 - (d) Unauthorized access to an entity's information system or network, or nonpublic information contained therein, that is facilitated through or is caused by:
 - (i) A compromise of a cloud service provider, managed service provider, or other third-party data hosting provider; or
 - (ii) A supply chain compromise.

A "cybersecurity incident" does not include mere threats of disruption or extortion; events perpetrated in good faith in response to a request by the system owner or operator; or lawfully authorized activity of a United States, state, local, tribal, or territorial government entity.
 - (2) A "ransomware incident" is defined in R.C. § 9.64(A)(3) and means a malicious cybersecurity incident in which a person or entity introduces software that gains unauthorized access to or encrypts, modifies, or otherwise renders unavailable a political subdivision's information technology systems or data and thereafter the person or entity demands a ransom to prevent the publication of the data, restore access to the data, or otherwise remediate the impact of the software.

- (3) “Cybersecurity Coordinator” shall mean the Village’s Information Technology (IT) Contractor, presently Thomas Souza, who shall report to the Director of Finance.

3. **Program Components.** The Cybersecurity Coordinator, in consultation with the Finance Director and end users of the Village’s IT systems shall implement the Village’s cybersecurity program to include:

(1) Identification of Critical Functions and Risks.

- (a) Asset inventory: Maintain a comprehensive inventory of all hardware, software, and data assets, including a mapping of critical assets to key village functions (e.g., financial systems, public safety communications).
- (b) Risk assessment: Conduct regular risk assessments to identify, prioritize, and manage cybersecurity risks. The assessment should evaluate potential threats and vulnerabilities that could impact city operations.
- (c) Vendor risk management: Vet third-party vendors and service providers with access to city data to ensure they adhere to the same cybersecurity standards.

(2) Impact of a Potential Breach.

- (a) Breach impact analysis: Define the potential operational and reputational impacts of a cybersecurity breach on critical city services, sensitive data, and public trust.
- (b) Continuity of operations: Ensure the program is integrated with the city’s overall business continuity and disaster recovery plans.

(3) Threat Detection Mechanisms.

- (a) System monitoring: Employ tools for continuous monitoring and analysis of network traffic and system activity to detect potential threats and cybersecurity events.
- (b) Vulnerability management: Conduct regular scans to identify and address system vulnerabilities and ensure that all hardware and software are regularly patched.
- (c) Malware defense: Deploy and maintain centrally managed anti-malware software across all village workstations and servers.

(4) Incident Response Procedures.

- (a) Employees who become aware of a potential Cybersecurity Incident or Ransomware Incident shall immediately notify the Cybersecurity Coordinator and the Finance Director who shall immediately notify the Mayor and Council. Council shall, as soon as possible but no later than seven (7) days after the discovery of the incident, notify the Executive Director of the Ohio Division of Homeland Security at <https://homelandsecurity.ohio.gov/ohio-cyber-integration-center>, OCIC@dps.ohio.gov or 614.387.1089 and as soon as possible but no later than thirty (30) days after discovery of the incident, notify the Auditor of State at Cyber@ohioauditor.gov by using the form located at <https://ohioauditor.gov/fraud/cybersecurity.html>.
 - (b) Incident response plan: Establish and regularly test a formal incident response plan that outlines roles, responsibilities, and procedures for containing, analyzing, and mitigating cybersecurity incidents.
 - (c) Communication plan: Define internal and external communication channels to be used during an incident to coordinate response and inform necessary parties.
 - (d) Ransomware protocol: No ransomware payment will be made without specific City Council approval via resolution or ordinance, stating why it is in the best interest of the subdivision.
- (5) Infrastructure Recovery and Security Maintenance.
- (a) Data recovery: Implement regular, verifiable backups of all critical data and systems, and maintain remote copies to prevent data loss from events like ransomware.
 - (b) Post-incident security: Detail procedures for repairing and hardening infrastructure after an incident to prevent future occurrences, including a review of lessons learned.
- (6) Employee Training.
- (a) Training program: Provide annual cybersecurity awareness training for all employees appropriate to their role. This training will cover topics such as identifying social engineering attacks (e.g., phishing), password management, and data handling procedures. The training may consist of annual cybersecurity training provided by the State of Ohio and/or training provided for local governments by the Ohio Persistent Cyber Initiative Program of the Ohio Cyber Range Institute.
 - (b) Security culture: Foster a culture of cybersecurity awareness through ongoing communication and educational materials.

- (7) **Policy and Compliance.** The Cybersecurity Coordinator and Finance Director shall maintain records of all cybersecurity activities, including risk assessments, training logs, incident reports, and vendor reviews.
- (8) **Authority and Enforcement.** The Cybersecurity Coordinator is responsible for overseeing the implementation and maintenance of this program. The cybersecurity program shall be reviewed and updated at least annually to adapt to emerging threats and evolving best practices.

4. Public Records Exceptions.

- (1) Pursuant to R.C. § 9.64(E), any records, documents, or reports related to the Village's cybersecurity program and framework and the reports of a cybersecurity incident or ransomware incident are not public records under § 149.43 of the Revised Code.
- (2) Pursuant to R.C. § 9.64(F), a record identifying cybersecurity-related software, hardware, goods, and services, that are being considered for procurement, have been procured, or are being used by the Village, including the vendor name, product name, project name, or project description, is a security record under § 149.433 of the Revised Code.

ORDINANCE NO. 2026-WS-03

INTRODUCED BY _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
HEALTH INSURANCE CONTRACT WITH MEDICAL MUTUAL
COVERING ELIGIBLE OFFICIALS AND EMPLOYEES OF THE
VILLAGE AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the Village of Oakwood deems it advisable to provide health insurance for eligible officials and employees of the Village; and,

WHEREAS, Council has reviewed and compared several options for the provision of said health insurance benefits and found the HSA 2500/0 Agg PD Rx SM1 (r22) policy described in Exhibit A attached hereto and incorporated herein to be the option most advantageous to the Village, its officials and employees;

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 for the provision of health insurance benefits with Medical Mutual consistent with the terms described in said Exhibit A.

SECTION 2. Council hereby appropriates and authorizes the expenditure of funds necessary for the payment of the premiums for said policy of insurance as well as Health Savings Account contributions set forth in Exhibit B attached hereto and incorporated herein.

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 the health insurance policy for eligible officials and employees of the Village must be renewed before January 31, 2026, 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. 2026 - was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2026.

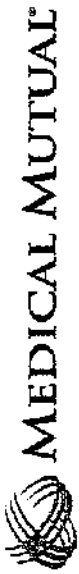
Tanya Joseph, Clerk of Council

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. 2026 - was duly posted on the ____ day of _____, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____



VILLAGE OF OAKWOOD
 Rates Effective: 02/01/2026 through 01/31/2027
 # A78233

| |
|------------------|
| Plan Information |
| Medical Benefit |
| Drug Benefit |

| |
|------------------|
| Line of Business |
| Network |

| |
|----------------------------|
| Full/Partial Renewal Rates |
| Single |
| Employee + Spouse |
| Employee + Child |
| Employee + Children |
| Family |
| Subtotal Monthly Premium |
| Change in Monthly Premium |

| |
|---------------------------------|
| Total Monthly Premium |
| Change in Total Monthly Premium |

| |
|---------------|
| Current Rates |
| Renewal Rates |

| |
|---------------|
| Current Rates |
| Renewal Rates |

| |
|---------------|
| Enrollment |
| Current Rates |
| Renewal Rates |

| |
|---------------|
| Enrollment |
| Current Rates |
| Renewal Rates |

Group Official Initial: Please initial in box under the option selected —>

Group Official Signature: _____

- Rates and terms shown above are subject to the disclaimers and contingencies shown on Disclaimers page.

- This document shows only a partial listing of in-network benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of benefits and covered services.

Illustrative Summary of Benefits

SuperMed® 2500 (Aggregate) w/PD Rx (R22)

Health Savings Account Compatible

| | Network | Non-Network |
|---|---|------------------------------|
| Benefits | | |
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | 26—Removal upon End of the Month | |
| Deductible - Single / Family | \$2,500 / \$5,000 | \$7,500 / \$15,000 |
| Coinsurance Out-of-Pocket (excludes deductible) - Single / Family | \$0 / \$0 | \$7,500 / \$15,000 |
| Maximum Out-of-Pocket - Single / Family ¹ | \$4,000 / \$8,000 | \$15,000 / \$30,000 |
| Coinsurance | 0% | 50% |
| Physician/Office Services | | |
| Physician Office Visit | Coinsurance after deductible | Coinsurance after deductible |
| Specialist Office Visit | Coinsurance after deductible | Coinsurance after deductible |
| Urgent Care Office Visit | Coinsurance after deductible | Coinsurance after deductible |
| Emergency Services | | |
| Emergency Use of an Emergency Room | 0% after deductible | |
| Emergency Services (expenses other than Emergency Room) | 0% after deductible | |
| Non-Emergency Use of an Emergency Room | Not covered | |
| Routine/Preventive Services ² | | |
| Health Care Reform Benefits | 0% | Coinsurance after deductible |
| Health Care Reform Benefits for Women | 0% | Coinsurance after deductible |
| All Immunizations | 0% | Coinsurance after deductible |
| Routine Physical Exam (age 21 and over) | 0% | Coinsurance after deductible |
| Routine Mammogram (one per benefit period) | 0% | Coinsurance after deductible |
| Routine Pap Test (one per benefit period) | 0% | Coinsurance after deductible |
| Routine Lab, Medical Tests, and X-rays | 0% | Coinsurance after deductible |
| Routine Endoscopic Services | 0% | Coinsurance after deductible |
| Well Child Care (to age 21) | | |
| Well Child Care Exams, Immunizations and Labs | 0% | Coinsurance after deductible |
| Hearing Exams | 0% | Coinsurance after deductible |
| Vision Exams | 0% | Coinsurance after deductible |
| Lenses | Not covered | Not covered |
| Frames | Not covered | Not covered |
| Contacts | Not covered | Not covered |
| Outpatient Services | | |
| Allergy Testing and Treatments | Coinsurance after deductible | Coinsurance after deductible |
| Physical & Occupational Therapies (40 visits per benefit period/combined) | Coinsurance after deductible | Coinsurance after deductible |
| Speech Therapy (20 visits per benefit period) | Coinsurance after deductible | Coinsurance after deductible |
| Chiropractic Services (12 visits per benefit period) | Coinsurance after deductible | Coinsurance after deductible |
| Cardiac Rehabilitation (36 visits per benefit period) | Coinsurance after deductible | Coinsurance after deductible |
| Surgical Services | Coinsurance after deductible | Coinsurance after deductible |
| Diagnostic Lab, Medical Tests, and X-rays | Coinsurance after deductible | Coinsurance after deductible |
| Diagnostic Imaging | Coinsurance after deductible | Coinsurance after deductible |
| Diagnostic Endoscopic Services | Coinsurance after deductible | Coinsurance after deductible |
| Inpatient Services | | |
| Institutional Services | Coinsurance after deductible | Coinsurance after deductible |
| Maternity | Coinsurance after deductible | Coinsurance after deductible |
| Skilled Nursing Facility (90 days per benefit period) | Coinsurance after deductible | Coinsurance after deductible |

| | Network | Non-Network |
|--|--|--|
| Additional Services | | |
| Ambulance | Coinsurance after deductible | Coinsurance after deductible |
| Autism Spectrum Disorders | Benefits paid are based on services rendered | |
| Diabetic Education and Training | Coinsurance after deductible, unless the service is covered under Health Care Reform Preventive Benefits | Coinsurance after deductible |
| Durable Medical Equipment | Coinsurance after deductible | Coinsurance after deductible |
| DME—Wigs | Not covered | Not covered |
| Home Health Care (100 visits per benefit period) | Coinsurance after deductible | Coinsurance after deductible |
| Hospice | Coinsurance after deductible | Coinsurance after deductible |
| Organ and Tissue Transplants | Coinsurance after deductible | Coinsurance after deductible |
| Organ Transplant Services (Includes travel, meals, lodging and transportation) | Not covered | Not covered |
| Private Duty Nursing (90 days per benefit period) | Coinsurance after deductible | Coinsurance after deductible |
| Sterilization | Coinsurance after deductible | Coinsurance after deductible |
| Mental Health & Substance Abuse—Federal Mental Health Parity | | |
| Inpatient Mental Health and Substance Abuse Services | Benefits paid are based on corresponding medical benefits | |
| Outpatient Mental Health and Substance Abuse Services | Benefits paid are based on corresponding medical benefits | |
| Prescription Drug Benefits | | |
| Retail (30-day supply) | Generic Preferred Brand Non-Preferred Brand Specialty High-Cost Drugs | \$0 copay after deductible \$35 copay after deductible \$70 copay after deductible 25% up to \$350 after deductible |
| Home Delivery (90-day supply) (Specialty drugs limited to 30-day supply) | Generic Preferred Brand Non-Preferred Brand Specialty High-Cost Drugs | \$0 copay after deductible \$105 copay after deductible \$210 copay after deductible 25% up to \$350 after deductible |

National Plus Network & Basic Plus Formulary

Generic Incentive- If a brand-name drug is requested when a generic equivalent exists, the member pays the brand-name copay plus the difference between to cost of the generic and the brand-name drug.

Home Delivery Incentive- Retail drug copays apply for the first three fills in 180 days. Starting on the 4th fill, Copay amount doubles unless mail order is used.

Specialty Drugs

Drugs and biologicals (specialty drugs and therapeutic injections). Members must use one of our dedicated pharmacies. Special rules apply to oral chemotherapy prescription drugs. The certificate booklet will have more information. Certain specialty drugs are part of a Specialty Prescription Drug Copay Offset program (SaveOnSP Exclusive) where they are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share if the member does not participate in SaveOnSP Exclusive. Once enrolled in the Medical Mutual health plan, call 1-800-583-1074 to enroll in copay assistance, with SaveOnSP monitoring, so that your responsibility could be as low as \$0.

- 1 Network level Out-of-Pocket includes deductible and coinsurance and flat dollar copayments.
- 2 Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations, and other screenings, as provided for in the Patient Protection and Affordable Care Act.

| Authorization | |
|---|------|
| I have reviewed and agree to the above information. | |
| Signature | Date |

Benefits will be administered by Medical Mutual of Ohio. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. Only an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Village of Oakwood

HSA Plan Funding Annual 2026-2027 Funding to be determined by Council

Union Employees: 2025-2026

Single: \$3,175

Single plus one or more: \$6,350

Non-Union Employees: 2025-2026

Single: \$1,250

Single plus one or more: \$2,000

ORDINANCE NO. 2026-WS-04

INTRODUCED BY _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH ANTHEM BLUE CROSS/BLUE SHIELD TO
PROVIDE VISION AND DENTAL INSURANCE COVERAGE FOR
ELIGIBLE OFFICIALS AND EMPLOYEES OF THE VILLAGE AND
DECLARING AN EMERGENCY**

WHEREAS, the Council of the Village of Oakwood deems it advisable to provide vision and dental insurance coverage for eligible officials and employees of the Village; and,

WHEREAS, Council has reviewed and compared several options for the provision of said vision and dental insurance coverage and found the policy described in Exhibit A attached hereto and incorporated herein to be the option most advantageous to the Village, its officials, and employees;

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 for the provision of vision and dental insurance benefits with Anthem Blue Cross/Blue Shield consistent with the terms described in said Exhibit A.

SECTION 2. Council hereby appropriates and authorizes the expenditure of funds necessary for the payment of the premiums for said policy of insurance.

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 the vision and dental insurance policy for eligible officials and employees of the Village must be renewed before January 31, 2026, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Eloise Hardin, President of Council

Tanya Joseph, Clerk of Council

Presented to the

Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2026- was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2026.

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. 2026 - was duly posted on the _____ day of _____, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

Specialty Renewal Rate Sheet

VILLAGE OF OAKWOOD
Group Number: L10357
January 01, 2026 Renewal



Quote: 07815-1

| Product Type |
|--------------|
|--------------|

Tier

| Monthly rates | | Employee + Family | Rate Action |
|---------------|--|-------------------|-------------|
| Employee | | | |

| |
|--|
| Dental Plan |
| DENTAL ESSENTIAL CHOICE - COMPLETE(Q3NG) |

2-tier

| Effective January 01, 2026 through December 31, 2026 | | | |
|--|---------|----------|------|
| Current Rate | \$30.82 | \$102.48 | |
| Renewal Rate | \$31.44 | \$104.53 | 2.0% |

Exhibit A

Rates include broker commission

Authorized Signature:

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title:

Date:

Renewal of your contract is predicated upon the assumption that your group continues to meet Anthem's underwriting guidelines. Payment of the renewal rates listed below constitutes acceptance of this renewal offer. If you wish to cancel your contract with Anthem for any reason, we must have notification 15 days prior to the renewal date.

Specialty Renewal Rate Sheet

VILLAGE OF OAKWOOD
Group Number: L10357
January 01, 2026 Renewal



Quote: 07815-1

| Product Type | Tier | Monthly rates | | | Rate Action |
|--------------------------------|--------|--|-------------------|---------|-------------|
| | | Employee | Employee + Family | | |
| Vision Plan BLUE VIEW(4M88) | 2-tier | Effective January 01, 2024 through December 31, 2026 (In Rate Guarantee) | | | |
| | | Current Rate | \$5.36 | \$15.15 | |
| | | Renewal Rate | \$5.36 | \$15.15 | 0.0% |

Rates include broker commission

Authorized Signature:

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title:

Date:

Renewal of your contract is predicated upon the assumption that your group continues to meet Anthem's underwriting guidelines. Payment of the renewal rates listed below constitutes acceptance of this renewal offer. If you wish to cancel your contract with Anthem for any reason, we must have notification 15 days prior to the renewal date.

AMENDED RESOLUTION NO. 2025-37

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

PASSED: _____
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

ADDENDUM

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

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

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

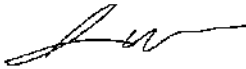
James A. Climer

Law Director, Village of Oakwood, Ohio

PURCHASER:
J Wall Homes, LLC

8/21/2025

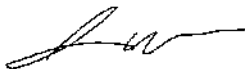
Date

By: _____
(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

AMENDED RESOLUTION NO. 2025-38

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

ADDENDUM

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

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

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

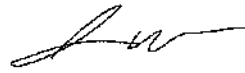
James A. Climer
Law Director, Village of Oakwood, Ohio

PURCHASER:

J Wall Homes, LLC

8/21/2025

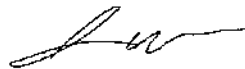
Date

By: _____
(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

AMENDED ORDINANCE NO. 2025-39

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT "1"

PURCHASE AGREEMENT

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

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

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

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

consent of the Village of Oakwood.

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

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

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

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

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

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

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

remove said defect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

executors, administrators and assigns.

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

SELLER

VILLAGE OF OAKWOOD, OHIO

DATE

by: _____
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

PURCHASER

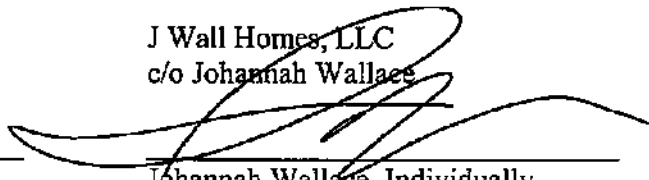
April 16 2025



DATE

April 16 2025

J Wall Homes, LLC
c/o Johannah Wallace

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

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

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[Go To Full Map](#)

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

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

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

THANK YOU

ADDENDUM

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

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

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

James A. Climer

Law Director, Village of Oakwood, Ohio

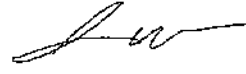
PURCHASER:

J Wall Homes, LLC

8/21/2025

Date

By: _____

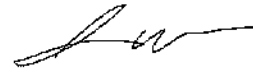


(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

ORDINANCE NO. 2025-40

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT "1"

PURCHASE AGREEMENT

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

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

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

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

consent of the Village of Oakwood.

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

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

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

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

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

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

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

remove said defect.

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

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

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

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

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

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

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

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

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

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

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

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

TO SELLER:

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

TO PURCHASER:

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

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

executors, administrators and assigns.

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

SELLER

VILLAGE OF OAKWOOD, OHIO

DATE

by: _____
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

PURCHASER

April 16 2025

DATE



J Wall Homes, LLC
c/o Johannah Wallace

April 16 2025

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

DATE

Johannah Wallace, Individually

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




CUYAHOGA COUNTY, *Ohio*

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

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Building Sketch

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Permits

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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](#)

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

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

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

THANK YOU

ADDENDUM

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

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

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

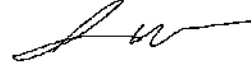
PURCHASER:

J Wall Homes, LLC

8/21/2025

Date

By: _____

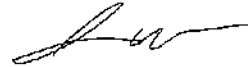


(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

AMENDED RESOLUTION NO. 2025-41

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 "1" attached hereto and incorporated herein, for the sale of said Property to Purchaser; and

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

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

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

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

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

PASSED: _____
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

ADDENDUM

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

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

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____

Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

James A. Climer

Law Director, Village of Oakwood, Ohio

PURCHASER:

J Wall Homes, LLC

8/21/2025

Date

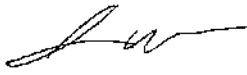
By: 

(Title)

PURCHASER:

8/21/2025

Date


Johannah Wallace

AMENDED ORDINANCE NO. 2025-42

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT "1"

PURCHASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

express written consent of the other.

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

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

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

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

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

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

SELLER

VILLAGE OF OAKWOOD, OHIO

DATE


by: _____
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM


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

PURCHASER

April 24, 2025
DATE


J Wall Homes, LLC
c/o Johannah Wallace

April 24, 2025
DATE


Johannah Wallace, Individually

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




CUYAHOGA COUNTY, *Ohio*

MyPlace

Exhibit 2

Search

City Entire County Search By ☐ Owner ☒ Parcel ☐ Address

795-09-043

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

PROPERTY DATA

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

TAXES

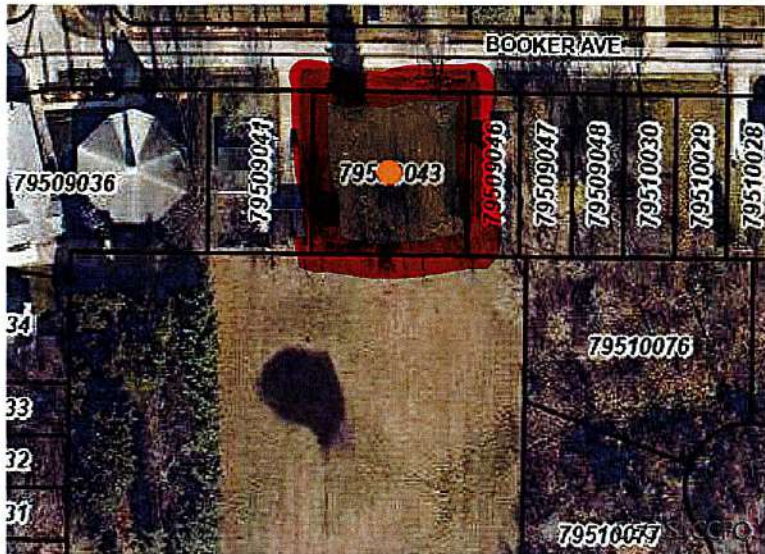
[Tax By Year](#)[Pay Your Taxes Online](#)

LEGAL RECORDINGS

[Get a Document List](#)

ACTIVITY

[Informal Reviews](#)[Board of Revisions Cases](#)



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

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

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

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

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

THANK YOU

ADDENDUM

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

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

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

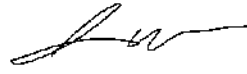
James A. Climer
Law Director, Village of Oakwood, Ohio

PURCHASER:

J Wall Homes, LLC

8/21/2025

Date

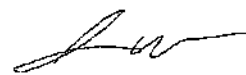
By:  _____

(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

ORDINANCE NO. 2025-81

INTRODUCED BY MAYOR

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

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

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

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

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

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

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the site of the garden needs to be prepared and equipment needs to be purchased in order for planting to occur on a timely basis for the next growing season, therefore, provided it receives two-thirds ($\frac{2}{3}$) 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. 2025-81 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2025.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2025-81 was duly posted on the ____ day of _____, 2025, and will remain posted as provided in the Charter and Ordinances of the Village.

Tanya Joseph, Clerk of Council

DATED: _____



COMMUNITY GARDEN

REGISTRATION, WAIVER AND RELEASE

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

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

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

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

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

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

..... COMMUNITY GARDEN RULES AND REGULATIONS

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

EXPECTATIONS OF GARDENERS

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

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. 2025-82

INTRODUCED BY MAYOR

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

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

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

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

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

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

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being the need for personnel to provide assistance to the Mayor, therefore, provided it receives two-thirds ($\frac{2}{3}$) 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. 2025-82 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2025.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2025-82 was duly posted on the _____ day of _____, 2025, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

October 24, 2025

Personal & Confidential

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

Job Order Number: 03310-0013320708

Dear Brian,

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

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

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

Sincerely,

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

GENERAL CONDITIONS OF ASSIGNMENT

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

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

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

Job Order: 03310-0013320708

Date: 10-24-2025

TERMS OF PAYMENT

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

The following Terms of Payment apply to this assignment:

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

Job Order: 03310-0013320708

Date: 10-24-2025

RESOLUTION NO. 2025-86

INTRODUCED BY COUNCIL AS A WHOLE

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

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

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

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

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

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

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

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

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

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

SECTION 1. The Village of Oakwood, the Village Council, Mayor, and all elected and appointed officials express their most sincere condolences to the family and friends of Michael P. Parish and hope that the fond memories of such a wonderful, caring person comfort them in their loss.

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

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

PASSED: _____
Eloise Hardin, President of Council

Tanya A. Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Resolution No. 2025-86 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2025.

Tanya A. Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Resolution No. 2025-86 was duly posted on the _____ day of _____, 2025, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF MICHAEL PHILLIP PARISH



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

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

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

WHEREAS, Michael honorably served in the United States Air Force. He later joined the Cleveland Fire Department as a Firefighter and EMT on January 26, 1981, serving 22 years. He was a proud member of the Cleveland Chapter of the Vanguards and the International Association of Black Professional Firefighters

(IABPFF). After retiring, he pursued various business ventures reflecting his diverse interests and entrepreneurial spirit; and

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

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

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

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

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

SECTION 1. The Village of Oakwood, the Village Council, Mayor, and all elected and appointed officials express their most sincere condolences to the family and friends of Michael P. Parish and hope that the fond memories of such a wonderful, caring person comfort them in their loss.

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

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

Erica L. Nikolic

Mayor Erica L. Nikolic

Norman Bliss

Council At-Large Norman Bliss

Yvonne Evans-Warren

Councilperson Ward 2 Yvonne Evans-Warren

Mary Davis

Councilperson Ward 4 Mary Davis

Eloise Hardin

President Eloise Hardin

Taunya Scruggs

Councilperson Ward 1 Taunya Scruggs

Paggie C. Matlock

Councilperson Ward 3 Paggie Matlock

Joseph R. Laster

Councilperson Ward 5 Joseph Laster

Tanya A. Joseph

Clerk of Council, Tanya A. Joseph



AMENDED ORDINANCE NO. 2025-89

INTRODUCED BY COUNCIL AS A WHOLE

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

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

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

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

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

SECTION 1. The Mayor be and is hereby authorized to enter into the Purchase Agreement with Purchaser, a copy of which is attached hereto and expressly made a part hereof by reference and marked Exhibit "1", **the said property being depicted on Exhibit "2" attached hereto and incorporated herein.**

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

PASSED: _____

Eloise Hardin, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Erica Nikolic, Mayor

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2025-89 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2026.

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. 2025-89 was duly posted on the _____ day of _____, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT 1

PURCHASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER:

VILLAGE OF OAKWOOD, Ohio

DATE

By: _____
ERICA NIKOLIC, MAYOR

PURCHASER:

JAMES A. PAALADINO TRUST

DATE

By: _____
(Title)

RESOLUTION NO. 2025-90

INTRODUCED BY COUNCIL AS A WHOLE

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

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

WHEREAS, Council finds that GovDeals, Inc. at govdeals.com is an appropriate internet auction site; and

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

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

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

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

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

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

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

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

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

PASSED: _____

Eloise Hardin, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2025-90 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2026.

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. 2025-90 was duly posted on the ____ day of _____, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT “A”

Village of Oakwood

Oakwood Village, Ohio

Online Sales - Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 2025-91

INTRODUCED BY COUNCIL AS A WHOLE

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

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

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

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

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

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

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

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

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

PASSED: _____
Eloise Hardin, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2025-91 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2026.

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. 2025-91 was duly posted on the _____ day of _____, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

RESOLUTION NO. 2026-01

INTRODUCED BY COUNCIL AS A WHOLE

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF
PAUL MAYHEW SMITH**

WHEREAS, Paul Mayhew Smith a long-time resident of Oakwood Village, has sadly passed away Sunday, December 4th, 2025, at the age of 75 at the Hillcrest Hospital in Mayfield Heights, Ohio; and

WHEREAS, Paul was born June 29th, 1950 in Charleston, West Virginia. He was the only child from the marriage of Lonnie Ellen Pack and the late Wallace Smith; and

WHEREAS, At the age of Five, Paul moved with his parents to Cleveland, Ohio, where his father worked for Anchor Industrials. His mother became a high school history teacher in the Cleveland Public School System. Paul attended Cleveland Public Schools and graduated from John F. Kennedy High School. He matriculated at Central State University in Wilberforce, Ohio, and upon graduation began his teaching career in the East Cleveland School District. There, he taught Adapted Physical Education to elementary students with disabilities; and

WHEREAS, A year later, Paul was hired by the Cleveland Public School System to teach Physical Education and Health Sciences at Nathan Hale Jr High School; he was referred to as "Smitty" by his peers. After over twenty years at Nathan Hale, Paul transferred and continued teaching at Audubon Middle School. Paul obtained a Master of Science in Education at Case Western Reserve University in Cleveland, Ohio, while teaching and coaching several sports at Audubon including wrestling, basketball, soccer, track, and field. He also served as the Athletic Director at Audubon, where he developed, organized, and coordinated school-wide physical activities for Field Day, fun runs, a walking program, morning exercise breaks, and fundraisers that promoted physical activity. Throughout his teaching and coaching career, Paul mentored many Cleveland students and made a difference in their lives. During the 2001-2002 academic year, Paul was recognized as an outstanding teacher during a Cleveland Cavaliers game with the Head of the Class Teacher Award. Paul retired from the Cleveland Metropolitan School District after 30 years of doing what he loved; and

WHEREAS, Paul was baptized into Christ at the University Church of Christ. He became a member of the Forest Hills Church of Christ, and later the Adams Avenue Church of Christ, where his late father Wallace served as a minister; and

WHEREAS, After retiring, Paul became active in several service organizations that involved education and mentoring youth. As a member of the Anthropol male affiliate group of the National Sorority of Phi Delta Kappa, Inc., he participated in Midwest Region virtual meetings and conferences, where he brought humor and a creative perspective that all enjoyed. Paul participated in the organization's fundraising efforts to award scholarships for high school graduates pursuing careers in teaching. He was also active with Top Ladies of Distinction, Inc., Greater Cleveland Chapter where he volunteered at community events and mentored the

Chapter's Top Teens of America. Paul was also a Charles L. Franklin Associate, where he supported the impactful direct service and action to aid in building families and communities through the National Council of Negro Women-Cuyahoga County Section; and

WHEREAS, In addition to his mother Lonnie Ellen, Paul is survived by his two children, daughter Pia WaNita (Akima) Rogers of Lanham, Maryland, and son Paul Wallace Smith of Cleveland, Ohio, and their children Donovan Bradley Smith, Aidan Hodari Rogers, and Ava Pearl Rogers. Paul is also survived by his fiancée, Loretta Sharp Gray, close family friend Beverly Hood, extended family, friends, and former students, to cherish his memory

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

SECTION 1. The Village of Oakwood, the Village Council, Mayor, and all elected and appointed officials express their most sincere condolences to the family and friends of Paul Mayhew Smith 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 Paul Mayhew Smith.

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. 2026-01 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2026.

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. 2026-01 was duly posted on the _____ day of _____, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

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Mayor Erica L. Nikolic

President Eloise Hardin

Council At-Large 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

