

VILLAGE OF OAKWOOD
WORK SESSION
March 10th, 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 at future Council meetings.
4. Discussion of items of draft Legislation or potential Legislation to be considered at future Council meetings.
5. Brief presentation by Niki Chuppa on new office phone systems
Legislation: Fiscal Officers Certificate Present
6. **Executive session** To review negotiations with public employees concerning the terms and conditions of their employment
7. Matters Deemed Appropriate

- 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

8. Adjournment

- Reminder to set date(s) for: Hardin
- ✓ Organizational 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

VILLAGE OF OAKWOOD
COUNCIL MEETING

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

- 2025-38(AMENDED)**
 Introduced 6-10-25
 By the Mayor and Council as a whole
 1st read 6-10-25
 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
- 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 1-27-26
 Tabled 7-8-25
- 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
- 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
- 2026-10(AMENDED)**
 Introduced 1-27-26
 By Council as a whole
 1st read 1-27-26
 2nd read 2-10-26
 3rd read 2-24-26
 Tabled 2-24-26
- 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**
- 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**
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- 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**
- AN ORDINANCE ESTABLISHING A NEW RENTAL FEE SCHEDULE FOR THE OAKWOOD COMMUNITY CENTER AND DECLARING AN EMERGENCY**

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Introduced 6-10-25
By the Mayor and
Council as a whole
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Tabled 7-8-25

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2026-10(AMENDED)
Introduced 1-27-26
By Council as a whole
1st read 1-27-26
2nd read 2-10-26
3rd read 2-24-26
Tabled 2-24-26

AN ORDINANCE ESTABLISHING A NEW RENTAL FEE SCHEDULE FOR THE OAKWOOD COMMUNITY CENTER AND DECLARING AN EMERGENCY

2026-15

Introduced 2-10-26
By Council as a whole
1st read 2-10-26
2nd read 2-24-26
3rd read 3-10-26

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING LTD. AND SETTING FOR THE COMPENSATION AND FUNCTIONS OF THE VILLAGE ENGINEER AND HIS FIRM

2026-16

Introduced 2-24-26
By Council as a whole
1st read 2-24-26
2nd read 3-10-26

AN ORDINANCE ENACTING OAKWOOD CODIFIED ORDINANCE SECTION 1185.10 PROHIBITING THE POSTING OF SIGNS, HANBILLS AND OTHER DEVICES IN PUBLIC RIGHTS OF WAY AND PROPERTY AS WELLAS CERTAIN PRIVATE PROPERTY AND DECLARING AN EMERGENCY

2026-18

Introduced 3-10-26
By Council as a whole
1st read 3-10-26

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF PHILIP ALEXANDER COMPTON

2026-19

Introduced 3-10-26
By Council as a whole
1st read 3-10-26

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF REVEREND JESSE L. JACKSON SR.

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 I.

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 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 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 PO-
LITICAL SUBDIVISION

By: _____

Its: _____

Date: _____

Approved as to legal form:

Law Director/Assistant Law Director

CEP:

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



By: Gary R. Cicero
Managing Member

Date: September 4, 2024

• **ANDREW L. SPARKS AND ASSOCIATES, INC.**
• *Landscape Architecture* •
30303 Euclid Ave., Wickliffe, OH 44092
CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

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



This "park-like" trail will have a groundcover canvas of varying shades, textures, and heights of green and blueish native grasses. This will be the background for an array of durable and ornamental native prairie and meadow re-seeding annuals and perennials, shrubs, small trees and evergreens planted along the trail. As the path winds along the watershed on the north, then over and down the mounding hills, and along the wooded area adjacent to Richmond Rd., vibrant and pastel annual and perennial flower colors and shapes will appear seasonally in large drifts and intense colonies with whisps 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 Gardner

www.garygardner.com

www.garygardner.com

www.garygardner.com

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ORDINANCE NO. 2024-WS-45

INTRODUCED BY COUNCILPERSON NIKOLIC

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

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

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

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

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

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

PASSED: _____
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT A



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

January 8, 2024

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

Via email: hren@cvefimited.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.

Oakwood Village
January 8, 2024
Page 4

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

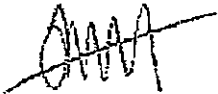
SCHEDULE

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

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

Regards,

CREtelligent



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

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

Authorization to Proceed:
Please sign below and include appropriate contact information.

(Client or Authorized Client Representative) Date _____

Printed Name Title

Billing Contact Information:

Contact Name _____
Company Name _____
Address _____
City, State, Zip _____
Phone Number _____
Fax Number _____
Email Address _____

Proposal
Preliminary Assessment
Environmental Conditions
Wright Ave, Oakwood Village

APPROVED AS TO LEGAL FORM

James A. Climer, Law Director

**CREtelligent
General Conditions**

1.0 BILLING

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

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

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

2.0 WARRANTY AND LIABILITY

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

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

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

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

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

3.0 GOVERNING LAW:

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

ORDINANCE NO. 2025-WS-16

INTRODUCED BY MAYOR

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

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

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary V. Gottschalk, Mayor

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

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

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

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

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

ORDINANCE NO. 2025-WS-62

INTRODUCED BY _____

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

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

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

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

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

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

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

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

PASSED: _____

Eloise Hardin, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Erica Nikolic, Mayor

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

Position Title: Commercial/Residential Building Code Enforcement Officer

Name: Daryl Harris

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

Reports To: Mayor and Building Manager

Location: Building Department

Pay Scale: \$27 per hour

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

Roles and Responsibilities:

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

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

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



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

Qualifications:

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

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

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

AMENDED RESOLUTION NO. 2025-37

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

ADDENDUM

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

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

SELLER:

VILLAGE OF OAKWOOD, OHIO

Date

By: _____
Gary V. Gottschalk, Mayor

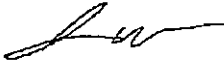
APPROVED AS TO LEGAL FORM

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

PURCHASER:
J Wall Homes, LLC

8/21/2025

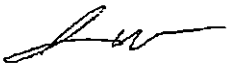
Date

By:  _____
(Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

AMENDED RESOLUTION NO. 2025-38

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

SECTION 1. Proposed 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

By: _____

Gary V. Gottschalk, Mayor

Date

APPROVED AS TO LEGAL FORM

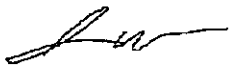
James A. Climer

Law Director, Village of Oakwood, Ohio

PURCHASER:
J Wall Homes, LLC

8/21/2025

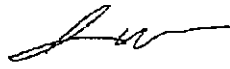
Date

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 "J"

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

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@mrlaw.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 Gotschalk, Mayor

AMENDED RESOLUTION NO. 2025-37

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

ADDENDUM

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

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

SELLER:

VILLAGE OF OAKWOOD, OHIO

By: _____

Gary V. Gottschalk, Mayor

Date

APPROVED AS TO LEGAL FORM

James A. Climer

Law Director, Village of Oakwood, Ohio

PURCHASER:
J Wall Homes, LLC

8/21/2025

Date

By: _____



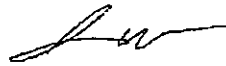
(Title)

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 CUYAHOGA 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

By: _____

Gary V. Gottschalk, Mayor

Date

APPROVED AS TO LEGAL FORM

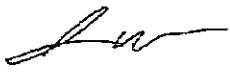
James A. Climer

Law Director, Village of Oakwood, Ohio

PURCHASER:
J Wall Homes, LLC

8/21/2025

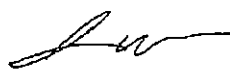
Date

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

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

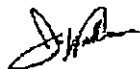
by: _____
Gary Gottschalk, Mayor

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, MyPlace

Exhibit 2

Search

City **Entire County** ▼

Search By Owner Parcel Address

795-09-043

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





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

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

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

THANK YOU

ADDENDUM

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

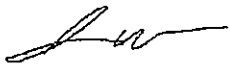
APPROVED AS TO LEGAL FORM

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

PURCHASER:
J Wall Homes, LLC

8/21/2025

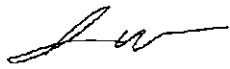
Date

By: 
_____ (Title)

PURCHASER:

8/21/2025

Date



Johannah Wallace

AMENDED ORDINANCE NO. 2026 – 10

INTRODUCED BY COUNCILPERSON SCRUGGS

AN ORDINANCE ESTABLISHING A NEW RENTAL FEE SCHEDULE FOR THE OAKWOOD COMMUNITY CENTER AND DECLARING AN EMERGENCY

WHEREAS, the fee schedule for rentals of the Oakwood Community Center have not been updated for a number of years; and,

WHEREAS, Council finds that the present schedule of rental fees is not in line with fees charged by other communities for similar facilities in the area and results in the inability of the Village to recoup its costs for renting the facility;

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

SECTION 1. That the fees for rental of the Oakwood Community Center are hereby amended as follows on and after the effective date of this Ordinance:

	<u>Current</u>	<u>2026</u>
Non Refundable Rental Fee	\$175.00	\$475.00 400.00
Refundable Cleaning / Damage Deposit	\$150.00	\$250.00
Employee Non Refundable Rental Fee	\$150.00	\$250.00
Repass - Oakwood Resident	\$100.00	\$200.00
<u>Additional time beyond 5 hours</u>		<u>\$55.00 per hour</u>

SECTION 2. Ordinance 2008-15 and all other legislation inconsistent with this Ordinance be and hereby are repealed from and after the effective date of this Ordinance.

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 numerous requests to rent the Oakwood Community Center are pending and it is necessary to establish the new rental fee schedule at the earliest possible date in order to accommodate those requests, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Eloise Hardin, President of Council

~~Tanya Joseph~~, Evan Garrett, Asst Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Evan Garrett, Asst. 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.

Council

Evan Garrett, Asst. Tanya Joseph, Clerk of

POSTING CERTIFICATE

I, Evan Garrett, Asst. 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 for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

Council

Evan Garrett, Asst. Tanya Joseph, Clerk of

DATED: _____

AMENDED ORDINANCE NO. 2026 – 10

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WHEREAS, Council finds that the present schedule of rental fees is not in line with fees charged by other communities for similar facilities in the area and results in the inability of the Village to recoup its costs for renting the facility;

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

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Additional time beyond 5 hours		\$55.00 per hour

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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 numerous requests to rent the Oakwood Community Center are pending and it is necessary to establish the new rental fee schedule at the earliest possible date in order to accommodate those requests, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Eloise Hardin, President of Council

Evan Garrett, Asst Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Evan Garrett, Asst. 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.

Evan Garrett, Asst. Clerk of Council

POSTING CERTIFICATE

I, Evan Garrett, Asst. 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 for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

Evan Garrett, Asst. Clerk of Council

DATED: _____

ORDINANCE NO. 2026-10

INTRODUCED BY COUNCILPERSON SCRUGGS

**AN ORDINANCE ESTABLISHING A NEW RENTAL FEE SCHEDULE
FOR THE OAKWOOD COMMUNITY CENTER AND DECLARING AN
EMERGENCY**

WHEREAS, the fee schedule for rentals of the Oakwood Community Center have not been updated for a number of years; and,

WHEREAS, Council finds that the present schedule of rental fees is not in line with fees charged by other communities for similar facilities in the area and results in the inability of the Village to recoup its costs for renting the facility;

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

SECTION 1. That the fees for rental of the Oakwood Community Center are hereby amended as follows on and after the effective date of this Ordinance:

	<u>Current</u>	<u>2026</u>
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PASSED: _____

Eloise Hardin, President of Council

Evan Garrett, Assistant Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Evan Garrett, Assistant Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2026 - 10 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2026.

Evan Garrett, Assistant Clerk of Council

POSTING CERTIFICATE

I, Evan Garrett, Assistant 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.

Evan Garrett, Assistant Clerk of Council

DATED: _____

ORDINANCE NO. 2026-15

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING LTD. AND SETTING FOR THE COMPENSATION AND FUNCTIONS OF THE VILLAGE ENGINEER AND HIS FIRM

WHEREAS, the Oakwood Village Council passed Ordinance No. 2024-03, concerning the compensation of the Village Engineer on or about April 9, 2024; and

WHEREAS, the compensation of the Engineer provided for him and his firm and for the performance of the duties and functions of his office have been updated and are set forth in Exhibit A; and

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

SECTION 1. 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, 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

Evan Garrett, Acting Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica L. Nikolic

I, Evan Garrett, Acting Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2026-15 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2026.

Evan Garrett, Acting Clerk of Council

POSTING CERTIFICATE

I, Evan Garrett, Acting Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2026-15 was duly posted on the _____ day of _____, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Evan Garrett, Acting Clerk of Council

DATED: _____

Exhibit A

**CONTRACT FOR THE PROVISION OF
MUNICIPAL ENGINEERING CONSULTING SERVICES
TO THE VILLAGE OF OAKWOOD, OHIO**

This agreement is set between the Village of Oakwood and Chagrin Valley Engineering, Ltd., for the provision of Municipal Engineering Consulting Services.

Section 1. Matthew M. Jones, P.E. (hereinafter referred to as "Engineer"), duly licensed as a Professional Engineer, in conjunction with Chagrin Valley Engineering, Ltd., (hereafter referred to as "CVE") is hereby designated as the Consulting Municipal Engineer for the Village of Oakwood, Ohio for a term beginning upon execution of this agreement and thereafter at the pleasure of the Mayor, upon the terms, provisions and conditions thereafter set forth herein and ratified by the Village Council. The Engineer(s) in conjunction with CVE staff shall perform such services and be compensated for services rendered to the Village as follows:

- a) Preparation of necessary plans, profiles, specifications and estimates of cost for such public improvements as may be authorized by the Mayor and/or Council to prepare;
- b) Supervise and serve as representative of the Village of Oakwood in the execution of those public works projects for which the Engineer is authorized by Mayor and/or Village Council to so act;
- c) As authorized by the Mayor and/or Village Council, supervise and direct construction inspectors and such inspectors shall report to and receive their instructions from the Engineer, relative to the improvements covered in paragraphs (a) and (b) hereof;
- d) Upon appropriate authorization, furnish to the Mayor and/or Council plans, specifications and estimates of cost for such improvements for the guidance of this Mayor and/or Council and for the information and guidance of contractors dealing with the Village of Oakwood;
- e) Prepare applications for grant programs which are available for public improvement projects;
- f) Review plans of private, commercial and residential developments and advise the Mayor and Council on the plans;
- g) Review lot plans for new residential homes and check final lot grades when requested by the Oakwood Building Department to verify consistency with the approved lot plan;
- h) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood's interests relative to the Cuyahoga County Department of Public Works Sewer Service Agreement, and the NEORSO Southerly Wastewater Treatment Plant, Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department on matters concerning sanitary sewage treatment and provision of a potable water supply;
- i) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood's Ohio EPA National Pollutant Discharge Elimination System (Phase II) requirements;
- j) Make and deliver to the Mayor and/or this Council regular reports of the progress of improvements under the Engineer's charge, stating conditions of same, including any changes in

construction costs and/or engineering costs, together with any other matters of interest desired by the Mayor and/or this Council. All plans and specifications shall be the property of the Village of Oakwood;

k) Be in charge of engineering and other work to be furnished hereunder as the same may be authorized by Council, with the right and obligation of calling upon any of the personnel and facilities of its firm as needed from time to time in the performances of said work; and

Section 2. The Engineer, in conjunction with CVE, shall furnish services to this Village, as required by the Village, through the Village Council or its designee, including the following services covered by the compensation as described below in this section. Services involving the use of additional CVE staff members shall be compensated as described with Section 3 of this agreement:

a) Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the City Council, and Administrative Departments upon direction of the Mayor.

b) Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the Village Council related to the Village of Oakwood's interests associated with the NEORSO Southerly Wastewater Treatment Plant, the Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department, and attend meetings related thereto as requested.

c) Advise the Mayor in matters relating to resident's problems pertaining to engineering as they may relate to public sewers, public water supplies, drainage patterns and building grades.

d) Assist the Mayor, the Planning Commission, the Chief Building Official, the Service Department and other municipal departments, boards or commissions, as directed, on municipal engineering and National Flood Insurance Program matters.

e) Attend Council meetings and other meetings as requested by the Mayor and/or Village Council. The monthly retainer amounts presented below in this section is based upon the attendance of the Engineer at Planning Commission meetings and Council Work Session meetings only when requested.

f) Preparation of preliminary sketches and estimates, concerning the advisability of proceeding with public improvements such as pavement improvements, sanitary sewer systems, storm water collection, water distribution, or other infrastructure improvements contemplated by the Mayor and Council.

g) Prepare applications for grants pertaining to public improvements requiring the services of the Village Engineer, Ohio Public Works Commission funding requests, inventory updating and disbursement requests concerning Federal or State funded projects.

h) Perform such other duties as is normally required of Consulting Municipal Engineers not requiring the use of additional staff members such as field crews, etc.

Chagrin Valley Engineering, Ltd., shall receive as compensation for the services described in Section 2 hereof, an annual retainer in the sum of Thirty-Eight Thousand Dollars (\$38,000.00), prorated and commencing with the first pay period after execution of this agreement, payable in bi-weekly installments to Matthew M. Jones, P.E. and subject to payroll and Public Employee Retirement System withholding taxes.

Section 3. For services in connection with the construction of public improvements as described above, Chagrin Valley Engineering, Ltd., shall receive compensation as a percentage of the actual cost of

construction of all improvements authorized by Council and under its control. The percentage paid shall be as follows:

Projects – Schedule 1

Sanitary sewer projects including new installations, repairs, rehabilitation and other sanitary sewer related projects. Street projects including complete pavement replacement and/or widening. Projects which are financed in whole, or in part, by either the Ohio Public Works Commission, the Ohio Department of Transportation, or Cuyahoga County shall be paid per the Hourly Rates regardless of the Cost of Construction.

Fees – Schedule 1

<u>COST OF CONSTRUCTION</u>	<u>FEE</u>
\$ 0 - \$250,000	Hourly
\$ 250,001 - \$500,000	10% of \$250,000.00 plus 7.6% of the amount over \$250,000
\$ 500,001 - \$1,000,000	8.7% of \$500,000.00 plus 6.3% of the amount over \$500,000
\$1,000,001 - \$5,000,000	7.5% of \$1,000,000.00 plus 6.1% of the amount over \$1,000,000

Projects – Schedule 2

All public improvement projects other than sanitary sewer and street projects as described in Schedule 1 Projects.

Fees – Schedule 2

<u>COST OF CONSTRUCTION</u>	<u>FEE</u>
\$ 0 - \$250,000	Hourly
\$ 250,001 - \$500,000	9% of \$250,000.00 plus 5.4% of the amount over \$250,000
\$ 500,001 - \$1,000,000	7.2% of \$500,000.00 plus 5.2% of the amount over \$500,000
\$1,000,001 - \$5,000,000	6.2% of \$1,000,000.00 plus 5.1% of the amount over \$1,000,000

The fees provided in this subsection shall cover engineering services including complete detailed plans and specifications, preparation of monthly and final estimates for contractor's payments and providing an Engineer for construction management to administer the construction contract. The above schedule of fees does not cover various supplementary services. Supplemental services not included within the presented fee schedule are, but not limited to: wetland delineations, stream quality assessments, preparation and

acquisition of U.S. Army Corps of Engineers / Ohio Environmental Protection Agency wetland or stream fill permits, property, boundary, or right-of-way surveys, topographic surveys, profile surveys, grade stakes for construction, inspection of construction, shop, mill, field, or laboratory inspection of materials, cost of test borings, or other subsurface exploration, traffic studies, or calculations of special assessments. These supplementary services may be provided by Chagrin Valley Engineering, Ltd. on an hourly basis in accordance with the schedule of rates hereinafter set forth below or upon invoice submitted by the entity providing such supplemental services.

Chagrin Valley Engineering, Ltd. shall be entitled to progress payments in proportion to services performed on monthly basis. Upon authorization by Village Council and until bids are taken and contracts awarded, compensation shall be determined by the following percentages and the Engineer's estimated construction cost. As the work is constructed, Chagrin Valley Engineering, Ltd. shall receive additional compensation equal to the balance of the fee based upon a percentage of the certificates of payment to the contractor, provided said payment is authorized by Village Council. As soon as the final certificate of payment to the contractor is issued, any adjustment shall be made so the total fee shall be a sum equal to the schedule percentage. The compensation for basic services shall be based upon the following percentages of the total fee attributable to various phases of the work:

1. Preliminary Report Phase	15%
2. Preliminary Design Phase	20%
3. Final Design Phase	35%
4. Bidding or Negotiating Phase	10%
5. Construction Phase	20%

In the event proceedings for work are abandoned or postponed and then revived and actively pressed either by this or by a succeeding Council within five (5) years of the date of said abandonment or postponement, Chagrin Valley Engineering, Ltd. shall credit against the total compensation the payment previously made hereunder, providing that Chagrin Valley Engineering, Ltd. is at that time employed by this or by a succeeding Council to provide Municipal Engineering Consulting Services. In the event of the revival of a project within the time frame specified above, Chagrin Valley Engineering, Ltd. could, at its discretion, elect to negotiate additional fees with the Village of Oakwood. Additional fees would address conditions that have incurred solely because of changes in existing conditions since the abandonment or postponement of the project, or design parameters that have been established by governmental review and approval after such delay.

Engineering charges for federally funded work must be in accordance with Federal Regulations and are set and approved as part of the funding procedure, and therefore are not part of this document.

HOURLY RATE SCHEDULE: For additional services for which the Engineer or Assistant Engineer shall have been authorized to prepare material or work not let by Contract or for the performance of any of the following tasks:

- Special Surveys
- Preparation of Reports
- Preparation of Special Assessments
- Field Elevation Checks of Walks, Basements, Sewers, etc.
- Storm Water Management Inventory Assistance
- Storm Water Drainage: Plan / Calculation Review
- Erosion and Sediment Control: Plan Review / Site Inspections
- Sanitary "Tap-In" Reviews and Fee Determinations
- Residential / Commercial / Industrial Site Plan and or Subdivision Review
- Survey Plat Review
- Development / Implementation of Ohio EPA National Pollutant Discharge Elimination System (Phase II) Storm Water Management Program

- Preparation / Maintenance of Geographical Information Systems

Compensation shall be made based on time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

Compensation shall be made based on time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

Municipal Engineer	\$118.00 per hour
Partner / Senior Professional Engineer	\$118.00 per hour
Engineer	\$107.00 per hour
Professional Traffic Engineer	\$156.00 per hour
Environmental Scientist	\$97.00 per hour
Landscape Architect	\$107.00 per hour
CAD Designer	\$94.00 per hour
Geo. Info. Sys. (GIS) Tech.	\$98.00 per hour
Clerical	\$49.00 per hour
Surveyor	\$107.00 per hour
1 Man Survey Field Crew w/GPS	\$135.00 per hour
2 Man Survey Field Crew	\$151.00 per hour
3 Man Survey Field Crew	\$166.00 per hour
Stormwater Specialist	\$97.00 per hour
Contract Administrator	\$88.00 per hour
Inspector*	\$68.00 per hour

*Inspector shall be subject to two hours minimum per day and a 1.5 times overtime rate beyond 8 hours per day unless a shortened work week (four 10-hour days for example) is approved by the Consulting Municipal Engineer in advance.

Prints, Materials, Supplies and Services provided or performed by others at Cost.

Section 4. The Consulting Municipal Engineer as provided for in Section 1 agrees that for the duration of their employment by this Municipality neither they nor any member of CVE or employee thereof, will accept any private engineering or surveying work that requires their review and/or approval unless such work is approved by the Mayor and Council; however, work for Federal, State, County or Regional Governments is not prohibited.

Section 5. CVE shall maintain Professional Liability Insurance in the Amount of \$2,000,000 and provide the Village with a Certificate naming the Village as an additional insured during the period this Ordinance is in effect.

Section 6. Documents and Files: All engineering documents and project files, both printed and digital, created for the purposes serving the Village of Oakwood shall be the property of the Village of Oakwood.

Section 7. The contract provided herein with CVE may be terminated by either party on thirty (30) days advance written notice to the other, provided that such determination shall not affect the duty of the Consulting Municipal Engineer or Chagrin Valley Engineering, Ltd., to render service, nor the obligation of the Village to pay for such service rendered, before the effective date of termination.

Matthew M. Jones, P.E., Date
Chagrin Valley Engineering, Ltd.

Donald Sheehy, P.E., President Date
Chagrin Valley Engineering, Ltd.

VILLAGE OF OAKWOOD

Accepted this ____ day of _____, 2026 by the Village of Oakwood, Ohio, pursuant to Ordinance
of Council No. 2026-XX adopted on _____, 2026.

BY: _____
Erica L. Nikolic, Mayor
Village of Oakwood, Ohio

Attest:

Evan Garrett, Acting Clerk of Council

The legal form of the within instrument is hereby approved.

James A. Climer, Director of Law Date

ORDINANCE NO. 2026-16

INTRODUCED BY MAYOR

AN ORDINANCE ENACTING OAKWOOD CODIFIED ORDINANCE SECTION 1185.10 PROHIBITING THE POSTING OF SIGNS, HANDBILLS AND OTHER DEVICES IN PUBLIC RIGHTS OF WAY AND PROPERTY AS WELL AS CERTAIN PRIVATE PROPERTY AND DECLARING AN EMERGENCY

WHEREAS, Council has determined that the extreme proliferation of signs, handbills and other devices posted in public rights of way, attempts to do so on other public property and the posting of such items on vacant properties has become a public nuisance;

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

SECTION 1. Council hereby enacts Codified Ordinance 1185.10 which shall read as follows:

1185.10 PROHIBITED SIGN LOCATIONS.

(a) No person shall paint, mark, write on, post or otherwise affix any signs, handbills or other devices in any of the following locations:

- (1) In any public right-of-way, unless specifically authorized in writing by the Village Engineer in compliance with the criteria specified in the Ohio Manual of Uniform Traffic Control Devices and the Ohio Revised Code;
- (2) In any utility easement or no-build zone;
- (3) In any public park or other public property;
- (4) On any traffic control signs, signals or devices or any street signs;
- (5) In any location where the view of approaching and intersecting traffic would be impaired or so as to otherwise interfere with the safe movement of vehicles or pedestrians on, entering, leaving, or crossing a public right-of-way;
- (6) On any property without the prior authorization granted by the property owner on which any sign is to be placed.

(b) This section shall have no application to any political subdivision or its officials or employees posting signs, signals or traffic control devices authorized by the Ohio Manual of Uniform Traffic Control Devices or the Ohio Revised Code in rights of way within their jurisdiction or to public informational signs posted by a political subdivision on its property.

(c) Any sign, marking, handbill other device posted in violation of this section is deemed a public nuisance and the Chief of Police, the Service Director or their designees are authorized to cause it to be removed.

(d) Whoever violates this section is guilty of a minor misdemeanor. If the offender has previously been convicted of a violation of this section the offender shall be guilty of a fourth degree misdemeanor. If the offender has previously convicted of two or more violations of this section, the offender shall be guilty of a first degree misdemeanor.

SECTION 2. The Codifier is hereby instructed to publish and incorporate the foregoing into the Oakwood Codified ordinances at the earliest possible date.

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 uninhibited proliferation of signs in public rights of way and other areas has been determined to pose a public nuisance requiring abatement at the earliest possible date, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said 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

Evan Garrett, Acting Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Evan Garrett, Acting Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2026 -16 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2026.

Evan Garrett, Acting Clerk of Council

POSTING CERTIFICATE

I, Evan Garrett, Acting Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2026-16 was duly posted on the _____ day of _____, 2026, 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.

Evan Garrett, Acting Clerk of Council

DATED: _____

RESOLUTION NO. 2026-18

INTRODUCED BY COUNCIL AS A WHOLE

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF PHILIP
ALEXANDER COMPTON

WHEREAS, the Mayor of Oakwood and Village Council along with the residents of Oakwood Village wish to place on record the passing of resident Phillip Alexander Compton; and

WHEREAS, Philip was born on February 10, 1949 December 28th, 1956 in Cleveland Ohio, to Albert Louis Compton and Lula Mae Alexander-Compton;

WHEREAS, Mr. Compton attended Glenville High School and John F. Kennedy High School and later continued his education by earning an Associate of Science Degree from Cuyahoga Community College and a Bachelor of Arts in Psychology from Ursuline College; and

WHEREAS, Mr. Compton proudly served his country with honor in the United States Marine Corps during the Vietnam War as an infantryman from 1967 to 1970, earning the National Defense Medal, Vietnam Service Medal, and Vietnam Campaign Medal, and was honorably discharged with the rank of Sergeant; and

WHEREAS, Phillip Compton worked for the Cuyahoga Metropolitan Housing Authority as a maintenance technician, where he was known for his dedication, strong work ethic, and commitment to serving others; and

WHEREAS, on September 11, 1971, Phillip married the love of his life, Laurelynn Sandra Compton in Cleveland, Ohio, and together they shared 54 years of devoted marriage and built a loving and supportive family; and

WHEREAS, Mr. Compton had a lifelong love for sports, including baseball, football, track, and boxing, boxing semi-professionally during high school and while serving in the Marines, and also playing semi-professional football; and

WHEREAS, he leaves to cherish his memory his beloved wife, Laurelynn Sandra Compton; his children Elaine "Nikki" Compton, Phillip André Compton (Trudy), Kristen Compton, and Kellee Compton; his cherished grandchildren Aaron Owens, Karmin Smith, Julianna Johnson, Kacey Compton, Jace Compton, and Ty Compton; and a host of family members and friends;

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 Resolution attached hereto is hereby adopted and the Clerk is hereby authorized to present a copy of the said Resolution to the family of Philip Alexander Compton.

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

Evan Garrett, Asst. Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Evan Garrett, Asst. Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Resolution No. 2026-18 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2026.

Evan Garrett, Asst. Clerk of Council

POSTING CERTIFICATE

I, Evan Garrett, Asst. Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Resolution No. 2026 -18 was duly posted on the ___ day of _____, 2026 and will remain posted in accordance with the Oakwood Village Charter.

Evan Garrett, Asst. Clerk of Council

RESOLUTION NO. 2026-19

INTRODUCED BY COUNCIL AS A WHOLE

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF REVEREND
JESSE LOUIS JACKSON SR.

WHEREAS, the Mayor of Oakwood and Village Council wish to place on record the passing of the Late Reverend Jesse Louis Jackson Sr.; and

WHEREAS, Reverend Jesse Louis Jackson, Sr. was a nationally recognized civil rights leader, minister, and political activist whose lifelong commitment to equality, justice, and human dignity helped shape the course of American history; and

WHEREAS, Rev. Jackson dedicated more than six decades to advocating for civil rights, economic justice, voting rights, and educational opportunity for all people, becoming one of the most influential voices for social change in the United States; and

WHEREAS, as a close associate of Dr. Martin Luther King, Jr., Rev. Jackson played a significant role in the Civil Rights Movement and continued that legacy by founding organizations including Operation PUSH and later the Rainbow PUSH Coalition to promote economic empowerment, social justice, and equal opportunity; and

WHEREAS, Rev. Jackson's leadership extended beyond the United States, working to promote peace, negotiate the release of political prisoners, and advocate for human rights around the world; and

WHEREAS, the life and legacy of Rev. Jesse L. Jackson, Sr. stand as a powerful reminder that courage, faith, and perseverance can move a nation toward greater equality and understanding.

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 Reverend Jesse Louis Jackson Sr. and hope that the fond memories of such a wonderful, caring person comfort them in their loss.

SECTION 2. The Resolution attached hereto is hereby adopted and the Clerk is hereby authorized to present a copy of the said Resolution to the family of Reverend Jesse Louis Jackson Sr.

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

PASSED: _____

Eloise Hardin, President of Council

Evan Garrett, Asst. Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Erica Nikolic

I, Evan Garrett, Asst. Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Resolution No. 2026-19 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2026.

Evan Garrett, Asst. Clerk of Council

POSTING CERTIFICATE

I, Evan Garrett, Asst. Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Resolution No. 2026 -19 was duly posted on the ____ day of _____, 2026 and will remain posted in accordance with the Oakwood Village Charter.

Evan Garrett, Asst. Clerk of Council