

**VILLAGE OF OAKWOOD
WORK SESSION
June 11th, 2024
5:30 p.m.
AGENDA**



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

Legislation: Fiscal Officers Certificate Present

- 2024-WS-02(Amended) AN ORDINANCE GRANTING A FIVE PERCENT (5%) PAY RAISE TO RETROACTIVE TO JANUARY 1, 2024, TO ALL NON-ELECTED EMPLOYEES OF THE VILLAGE OTHER THAN MEMBERS OF THE POLICE DEPARTMENT COLLECTIVE BARGAINING UNIT AND DECLARING AN EMERGENCY**
- 2024-WS-04(Amended) AN EMERGENCY ORDINANCE ADOPTING AN AMENDMENT TO THE EMPLOYEE HANDBOOK FOR PERSONNEL OF THE VILLAGE OF OAKWOOD OTHER THAN FIRE AND NON-AUXILIARY POLICE**
- 2024-WS-05(Substituted) AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRCT WITH CREtelligent AND DECLARING AN EMERGENCY**
- 2024-WS-12 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH SAFE BUILT OHIO, LLC, AND DECLARING AN EMERGENCY**
- 2024-WS-18 A RESOLUTION FOR THE VILLAGE OF OAKWOOD POLICE AND FIRE DEPARTMENT SUBSTANTIALLY DEDICATED TO RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY**
- 2024-WS-22 AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDING UNDER THE NATUREWORKS PROGRAM FOR THE GLORIA WAINWRIGHT PARK PLAYGROUND IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.**
- 2024-WS-23 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH TO PROVIDE SERVICES FOR THE MONITORING AND SAMPLING OF STORMWATER OUTFALLS IN OAKWOOD VILLAGE AND DECLARING AN EMERGENCY**
- 2024-WS-24 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS, INC., FOR THE PURCHASE OF A FIRE APPARATUS AND DECLARING AN EMERGENCY**
- 2024-WS-25 AN ORDINANCE AUTHORIZING THE MAYOR TO RETAIN ADVANCED EXCAVATING COMPANY TO PERFORM REMEDIATION WORK TO REDUCE FLOODING AT THE PROPERTY OF KHAZ RE'AL AND BEVERLY A. WISDOM LOCATED AT 26240 CAMBRIDGE DRIVE (PPN 795-40-034) AND DECLARING AN EMERGENCY**

2024-WS-26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT WITH THE VILLAGE OF GLENWILLOW CONCERNING IMPROVEMENTS TO RICHMOND ROAD AND DECLARING AN EMERGENCY

2024-WS-27

A RESOLUTION DECLARING THE INTENT OF THE VILLAGE OF OAKWOOD, OHIO TO DISPOSE OF PERSONAL PROPERTY AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR VILLAGE USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2024 AND DECLARING AN EMERGENCY

- Municipal Complex Hardin
- Disaster Recovery Plan Hardin
- Human Resources Hardin
- Five Year Plan Hardin
- 5. Matters Deemed Appropriate
- 6. Adjournment

**VILLAGE OF OAKWOOD
COUNCIL MEETING
June 11th, 2024
7:00 p.m.
AGENDA**

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

Council President	Erica L. Nikolic	Mayor	Gary Gottschalk
President Pro Tempore	Johnnie A. Warren	Law	James Climer
Ward 1 Councilperson	Taunya Scruggs	Finance	Brian L. Thompson
Ward 2 Councilperson	Eloise Hardin	Service	Tom Haba
Ward 3 Councilperson	Paggie Matlock	Fire	Dave Tapp
Ward 4 Councilperson	Mary Davis	Police	Mark Garratt
Ward 5 Councilperson	Candace S. Williams	Building	Daniel Marinucci
		Engineer	Matt Jones
		Recreation	Carlean Perez

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

MAYOR-GARY GOTTSCHALK
LAW-JAMES CLIMER
FINANCE-BRIAN THOMPSON
SERVICE-TOM HABA
ENGINEER-MATT JONES

FIRE-DAVE TAPP
BUILDING-DANIEL MARINUCCI
0 HOUSING INSPECTOR N/A
POLICE-MARK GARRATT
RECREATION-CARLEAN PEREZ

- 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

2023-55

Introduced 12-22-23

By Mayor and

Council as a whole

1st read 12-22-23

2nd read 1-9-24

Tabled 1-23-24

**AN EMERGENCY ORDINANCE AUTHORIZING THE RE-APPOINTMENT OF
ROSS CIRINCIONE AND JOHN MONTELLO TO THE POSITION OF ASSISTANT LAW
DIRECTOR/PROSECUTOR WITH THE VILLAGE OF OAKWOOD**

2024-13

Introduced 3-26-24
By Mayor and
Council as a whole
1st read 3-26-24
2nd read 4-9-24
Tabled 4-23-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REFUSE COLLECTION AND RECYCLE PROCESSING SERVICE AGREEMENT WITH WASTE MANAGEMENT OF OHIO, INC., AND DECLARING AN EMERGENCY

2024-26

Introduced 5-14-24
By Mayor and
Council as a whole
1st read 5-14-24
2nd read 5-28-24
3rd read 6-11-24

AN ORDINANCE TO PROVIDE AMENDMENTS TO THE CODIFIED ORDINANCES OF OAKWOOD GENERAL OFFENSES CODE, PART FIVE, SECTIONS 505.02 AND 505.03 CLARIFYING CIRCUMSTANCES UNDER WHICH ANIMALS ARE RUNNING AT LARGE IN VIOLATION OF THE ORDINANCES OF THE VILLAGE

2024-29

Introduced 6-11-24
By Mayor and
Council as a whole
1st read 6-11-24

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF ANTHONY P. SCALES

11. Executive Session

12. Adjournment

AMENDED ORDINANCE NO. 2024-WS-02

INTRODUCED BY MAYOR

AN ORDINANCE GRANTING A FIVE PERCENT (5%) PAY RAISE TO RETROACTIVE TO JANUARY 1, 2024, TO ALL NON-ELECTED EMPLOYEES OF THE VILLAGE OTHER THAN MEMBERS OF THE POLICE DEPARTMENT COLLECTIVE BARGAINING UNIT AND DECLARING AN EMERGENCY

WHEREAS, the years 2022 and 2023 have experienced inflation not seen for many years;
and,

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

SECTION 1. All non-elected employees of the Village other than members of the Police Collective Bargaining Unit be and hereby are granted a pay raise of five percent (5%) retroactive to January 1, 2024, subject to the approval of the employee's supervisor.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that competition is increasing for qualified municipal employees and the continuation of uninterrupted services to the citizens of Oakwood is of paramount importance 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 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: _____

ORDINANCE NO. 2024-WS-04

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE ADOPTING AN AMENDMENT TO
THE EMPLOYEE HANDBOOK FOR PERSONNEL OF THE VILLAGE
OF OAKWOOD OTHER THAN FIRE AND NON-AUXILIARY POLICE**

WHEREAS, Council has revised certain provisions in the Employee Handbook upon the recommendation of certain Department heads and further desires to provide for the specific procedures to be utilized in the dissemination of such handbooks to current and future employees of the Village; and,

WHEREAS, Council desires to provide for proper accounting and tracking of employee work hours;

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

SECTION 1. The Council hereby adopts the following Addendum to the Employee Handbook adopted in Ordinance No. amended Employee Handbook, substantially in the form attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Mayor be and he is hereby authorized and directed to issue sufficient copies of the applicable Addendum to each Director and Department Head in print and/or electronic format for dissemination to all employees working under their respective jurisdictions. All current employees shall sign a receipt acknowledging receipt of the Addendum and all receipts shall be kept on file in the office of the Director of Finance. The Director of Finance shall require new employees of the Village to execute a receipt acknowledging receipt of his or her handbook and this Addendum at the time of the commencement of employment with the Village. All such receipts shall likewise be kept in the Office of the Director of Finance.

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 same relates to the daily operation of a municipal department and is necessary to provide for the continued good order of Village operations, therefore, provided it receives two-thirds (2/3) of the vote of all members of the 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-WS-04 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-WS-04 was duly posted on the ____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter as provided by the Village Charter and ordinances.

Tanya Joseph, Clerk of Council

DATED: _____

ADDENDUM 1

Time Clock

1. All non-elected full or part time employees who are subject to the provisions of this Handbook and assigned to report for work at Village Hall or any other Village building shall record their work hours on a time clock provided by the Village.
2. A report including the hours worked, paid time and gross pay for each employee shall be submitted by the Finance Director in the monthly financial packet to Council.
3. Intentionally falsifying time stamps or any unauthorized manipulation of time reporting will be grounds for immediate termination.
4. Any request to adjust or correct a time record shall be made in writing and any change must be approved in writing by the employee's manager or supervisor. Any change to a time record resulting in a payment adjustment over the amount of \$___ will require approval by the employee's manager or supervisor.
5. All timesheets shall be signed by the employee's manager or supervisor and the Finance Director shall be responsible to collect all timesheets from the managers or supervisors each pay period.

SUBSTITUTE ORDINANCE NO. 2024-WS-05

INTRODUCED BY MAYOR AND 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 for a period of fifteen (15) days thereafter in the manner specified in the Oof Oakwood.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT A



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

January 8, 2024

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

Via email: hren@cvelimited.com

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

Dear Ed:

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

INTRODUCTION

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

SCOPE OF WORK

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

INTERVIEWS

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

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

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

DESKTOP RESEARCH

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

SAMPLING

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

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

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

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

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

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

PROJECT MANAGEMENT AND REPORTING

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

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

ESTIMATED COST ¹

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

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

This budget includes the following assumptions:

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

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

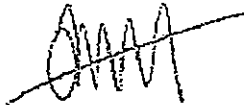
SCHEDULE

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

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

Regards,

CRETELLIGENT

A handwritten signature in black ink, appearing to read 'F. Hamilton', with a long horizontal line extending to the right across the signature.

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. 2024-WS-12

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH SAFEbuILT OHIO, LLC, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Oakwood deems it advantageous to enter into a professional services agreement (the "Agreement") for building inspection services for twelve (12) months, and which automatically renewed for twelve (12) month terms absent notice to the contrary; and

WHEREAS, the Village of Oakwood entered into the Agreement with SAFEbuILT Ohio, LLC on August 25, 2021 in accordance with Ordinance No. 2021-52; and

WHEREAS, the Village of Oakwood and SAFEbuILT Ohio, LLC desire to enter into the First Amendment to the Agreement in order to update the Fee Schedule, as more specifically described in Exhibit "A" to this Ordinance, which is attached hereto and incorporated by reference; and

WHEREAS, all other terms of the Agreement remain the same and are in full force; and

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 First Amendment to the Agreement with SAFEbuILT Ohio, LLC, a copy of which is attached hereto and expressly made a part hereof by reference and marked 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 that the continuation of uninterrupted building inspection services is of paramount importance to the citizens of Oakwood, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

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. 2024-_____ was duly and regularly passed by this Council at the meeting held on _____ 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: _____

**FIRST AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF OAKWOOD, OHIO
AND SAFEbuilt OHIO, LLC**

EXHIBIT "A"

THIS FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below by and between Village of Oakwood, Ohio (Municipality) and SAFEbuilt Ohio, LLC, a wholly owned subsidiary of SAFEbuilt, LLC (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on October 11, 2021; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Agreement, Exhibit A, 4. Fee Schedule shall be updated to include the below:

Service Fee Schedule:	STANDARD HOURLY RATE:
Inspection Services • Building, Mechanical, Plumbing, Electrical	\$90.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$100.00 per hours – two (2) hour minimum
Hourly inspection time tracked includes roundtrip travel time between Consultant's location and Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

3. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Ohio, LLC

Village of Oakwood, Ohio

By: _____

By: _____

Name: Matthew K. Causley

Name: _____

Title: Chief Operating Officer

Title: _____

Date: _____

Date: _____

2021 EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer’s experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables	
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day

4. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services	\$81.00 per hour – one (1) hour minimum
• Building, Mechanical, Plumbing, Electrical	
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

RESOLUTION NO. 2024-WS-18

INTRODUCED BY THE MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION FOR THE VILLAGE OF OAKWOOD POLICE AND FIRE DEPARTMENT SUBSTANTIALLY DEDICATED TO RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY

WHEREAS, the Village of Oakwood experienced a public health emergency during the Covid-19 pandemic; and

WHEREAS, the Village of Oakwood utilized the Oakwood Village Police and Fire Departments and its officers and firefighters to address public safety and public health emergencies during the Covid-19 pandemic from March 1, 2020 to December 31, 2021;

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

SECTION 1. The services of the Village of Oakwood Police and Fire Departments and the police officers and firefighters, in their duties from March 1, 2020 to December 31, 2021, were substantially dedicated to mitigating and/or responding to the Covid-19 public health emergency in the Village of Oakwood and used efforts to protect and preserve the health and safety of the citizens of the Village Oakwood.

PASSED: _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council

Presented to the Mayor: _____

Approved: _____

Gary v. Gottschalk, Mayor

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Resolution No. 2024-WS-18 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2024.

Tanya A. Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Resolution No. 2024-WS-18 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: _____

ORDINANCE NO.: 2024-WS-22
INTRODUCED BY:

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDING UNDER THE NATUREWORKS PROGRAM FOR THE GLORIA WAINWRIGHT PARK PLAYGROUND IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program; and

WHEREAS, the Village of Oakwood desires financial assistance under the NatureWorks Grant Program to make improvements to the playground at Gloria Wainwright Park on Wright Avenue,

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

Section 1: The Village of Oakwood approves filing this application for financial assistance.

Section 2: The Mayor is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3: The Village of Oakwood does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the NatureWorks Grant Program.

Section 4. The Council of the Village of Oakwood hereby authorizes and directs the Finance Director to amend the appropriations as required for the expenditures outlined within this Ordinance:

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Village's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 6. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village and for the further reason that there is an impending deadline for submission of the grant application. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

PASSED: _____

Erica Nikolic, Council President

Gary V. Gottschalk, Mayor

Approved as to legal form:

James Climer, Law Director

ATTEST:

Tanya Joseph, Clerk of Council

I, Tanya Joseph, as Clerk of Council of the Village of Oakwood, Ohio do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2024-XX, adopted by the Council of said Municipality on the _____ day of _____, 2024.

Tanya Joseph, Clerk of Council

ORDINANCE NO.: 2024-WS-23
INTRODUCED BY: MAYOR GARY V. GOTTSCHALK

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH TO PROVIDE SERVICES FOR THE MONITORING AND SAMPLING OF STORMWATER OUTFALLS IN OAKWOOD VILLAGE AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Oakwood is an operator of a small municipal separate storm sewers system (MS4) which was required to, and did obtain, by March 10, 2003, National Pollutant Discharge Elimination System permit (MS4 Permit) coverage, through the Ohio EPA, for storm water discharge as a result of U.S. EPA's Storm Water Phase II Rule; and

WHEREAS, the Storm Water Phase II Rule is part of the U.S. EPA's effort to preserve, protect, and improve the nation's water resources from polluted storm water runoff, Phase II is intended to further reduce adverse water quality and aquatic habitat conditions by instituting the use of controls on the unregulated sources of storm water discharges that have the greatest likelihood of causing environmental degradation. The Phase II rule automatically covers on a nationwide basis all small municipal separate storm sewer systems (MS4s) located in "urbanized areas" as delineated by the Census Bureau; and

WHEREAS, MS4s are required to design a storm water management plan to reduce the discharge of pollutants to the maximum extent practicable. The Phase II Rule defines a small MS4 storm water management program as comprised of six minimum control measures that, when administered in concert, are expected to result in reduction of the discharge of pollutants into receiving water bodies. Operators of regulated small MS4s are required to design their programs to do the following: reduce the discharge of pollutants to the "maximum extent practicable" (MEP), protect water quality and satisfy the appropriate water quality requirements of the Clean Water Act. Implementation of the MEP standard will require the development and implementation of best management practices and the achievement of measurable goals to satisfy each of the following six (6) minimum control measures (MCM):

MCM 1. Public Education and Outreach

Distributing educational materials and performing outreach to inform citizens about the impacts polluted storm water runoff discharges can have on water quality.

MCM 2. Public Participation/Involvement

Providing opportunities for citizens to participate in program development and implementation, including effectively publicizing public hearings and/or encouraging citizen representatives on a storm water management panel.

MCM 3. Illicit Discharge Detection and Elimination

Developing and implementing a plan to detect and eliminate illicit discharges to the storm sewer system (includes developing a system map and informing the community about hazards associated with illegal discharges and improper disposal of waste).

MCM 4. Construction Site Runoff Control

Developing, implementing and enforcing an erosion and sediment control program for construction activities that disturb one (1) or more acres of land (controls could include silt fences

and temporary storm water detention ponds).

MCM 5. Post-Construction Runoff Control

Developing, implementing and enforcing a program to address discharges of post-construction storm water runoff from new development and redevelopment areas. Applicable controls could include preventive actions such as protecting sensitive areas (e.g., wetlands) or the use of structural BMPs such as grassed swales or porous pavement.

MCM 6. Pollution Prevention/Good Housekeeping

Developing and implementing a program with the goal of preventing or reducing pollutant runoff from municipal operations. The program must include municipal staff training on pollution prevention measures and techniques (e.g., regular street sweeping, reduction in the use of pesticides or street salt, or frequent catch-basin cleaning); and

WHEREAS, the Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS, in response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, the Board has developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS, each municipality within Northeast Ohio has been issued a Municipal Separate Storm Sewer Systems (MS4) permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS, the Cuyahoga County Board of Health provides Phase II Stormwater services to communities whose service areas are located partially or completely outside of the Northeast Ohio Regional Sewer District's ("District") Regional Stormwater Management Program area in support of the community's compliance with the Ohio EPA NPDES General Permit for Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS, the Village of Oakwood has the authority to grant consent and has requested the Cuyahoga County Board of Health to provide services for the monitoring and sampling of stormwater outfalls in Oakwood Village as set forth in the Phase II Stormwater Services Agreement, for the calendar year 2024 and 2025, attached to this legislation.

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

Section 1. The Mayor is hereby authorized and directed to enter into an Agreement with the Cuyahoga County Board of Health substantially in the form attached hereto and incorporated herein as Exhibit "A" for an amount not to exceed Three Thousand Three Hundred Dollars and Zero Cents (\$3,300.00), for the monitoring and sampling of stormwater outfalls in Oakwood Village as set forth in the said Phase II Stormwater Services Agreement.

Section 2. The Council of the Village of Oakwood hereby authorizes and directs the Finance

Director to amend the appropriations as required for the expenditures outlined within this Ordinance:

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Village's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village and for the further reason that the sampling and monitoring must commence in Summer 2024 as soon as possible. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

PASSED: _____

Erica Nikolic, Council President

Gary V. Gottschalk, Mayor

Approved as to legal form:

James Climer, Law Director

ATTEST:

Tanya Joseph, Clerk of Council

I, Tanya Joseph, as Clerk of Council of the Village of Oakwood, Ohio do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2024-, adopted by the Council of said Municipality on the _____ day of _____, 2024.

Tanya Joseph, Clerk of Council

EXHIBIT A

PHASE II STORMWATER SERVICES AGREEMENT

This Agreement is entered into on the **1st day of January, 2024** (“Effective Date”) by and between the **Cuyahoga County Board of Health** (the “Board”), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **Village of Oakwood**, a political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio (“Community”), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS: In response to the implementation of the US EPA’s Phase II Stormwater Regulations on March 10, 2003, the Board has developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS: Each municipality within Northeast Ohio has been issued a Municipal Separate Storm Sewer Systems (MS4) permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS: The Board will continue to provide communities Phase II Stormwater services in support of the community’s compliance with the Ohio EPA NPDES General Permit for Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS: The Board will continue to provide Phase II Stormwater services to communities whose service areas are located partially or completely outside of the Northeast Ohio Regional Sewer District’s (“District”) Regional Stormwater Management Program area in support of Ohio EPA’s General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: Community has the authority to grant consent and authorizes the Board to perform the services outlined herein; and

WHEREAS: Both parties desire to enter this Agreement for the purposes outlined herein.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2025**, unless earlier terminated pursuant to Section 1(b).

- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
- (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;
 - (ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the Community and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.

3. CONSENT STATEMENT

Being in the public interest, The Community hereby grants consent and authority to the Board to complete the services and work described herein.

4. COOPERATION STATEMENT

The Community shall cooperate with the Board in the above described project as follows:

- (a) Provide the Board any maps, assistance, and/or direction to aid in obtaining access and/or collecting samples for testing purposes;
- (b) Provide the Board aid in accessing and opening storm sewer manholes where and when needed.

5. PAYMENT.

- (a) **Compensation.** In consideration for the Phase II Stormwater services described in Exhibit A, which will be provided by the Board to and within the Community, the Community shall pay to the Board the total annual sum of one thousand six hundred fifty dollars and no cents (\$1,650.00) for calendar year 2024 and the total annual sum of one thousand six hundred fifty dollars and no cents (\$1,650.00) for calendar year 2025 for a total compensation of \$3,300.00. The Board shall submit an invoice to the Community for the payment due hereunder.

6. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the Community upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the Community, be kept confidential by the Community.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the Community unless there is compliance with the proper method for release of said information.

7. REPORTS.

The Board shall provide reports as specified in the Scope of Work, Exhibit A.

8. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the Community.

9. INDEPENDENT CONTRACTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the Community. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the Community will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the Community are not public employees of the Community under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the Community is interested in the Board's end product, the Community does not control the manner in which the Board performs this Agreement.

10. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County District Board of Health
Attention: Roderick Harris, Health Commissioner
5550 Venture Drive
Parma Ohio 44130

TO THE COMMUNITY:

Community of Oakwood
Attention: Mayor Gary V. Gottschalk
24800 Broadway Avenue
Oakwood Village, Ohio 44146

And

Community of Oakwood
Attention: Director of Law
24800 Broadway Avenue
Oakwood Village, Ohio 44146

11. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

12. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

13. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

14. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

15. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

16. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

17. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Roderick Harris, DrPH
Health Commissioner

By: _____

Date: _____

Date: _____

FOR THE COMMUNITY:

Approved as to form.

Mayor

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

1. PROJECT DESCRIPTION

The Board and the Community have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming;

2. BOARD SERVICES

1. The Board will monitor 50 percent (50%) of the Community's designated Municipal Separate Stormwater System outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all of the flowing outfall locations that are outside of the Northeast Ohio Regional Sewer District's Regional Stormwater Management Program area during the 2024 and 2025 report periods. The samples collected will be analyzed for the presence of E. coli bacteria.
2. The Board will provide the Community an annual summary of the work performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination, which can then be included in the Community's Phase II Stormwater Annual Report to the Ohio EPA.
3. The Board may request the Community to provide assistance in gaining access to and opening storm sewer manholes where and when deemed necessary for the purpose of sample collections.

ORDINANCE NO. 2024-WS-24

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS, INC., FOR THE PURCHASE OF A FIRE APPARATUS AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood and Atlantic Emergency Solutions, Inc., (“Atlantic”) deem it advantageous to each of them to enter into the Purchase Agreement for 1 Fire Apparatus for the Village of Oakwood’s use; and,

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

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

SECTION 1. The Mayor be and is hereby authorized to enter into a Purchase Agreement with Atlantic for one fire apparatus, a copy of which is attached hereto and expressly made a part hereof by reference and marked Exhibit 1.

SECTION 2. Council authorizes the expenditure of an amount not to exceed \$1,139,828.00 to effectuate the provisions contained in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue payment for the purposes expressed in Section 1 hereof.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that a new fire apparatus is needed to provide for the safety of the citizens of Oakwood, and, due to supply chain issues and inflation, it is necessary for the Village to place an order with Atlantic at the earliest possible time to expedite delivery of the apparatus and avoid price increases to the extent possible, 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-WS-24 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-WS-24 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: _____

ATLANTIC

EMERGENCY SOLUTIONS

This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and Oakwood Village Fire Department ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as Exhibit A (the "Specifications") and incorporated herein for the total purchase price of \$1,139,828.00 USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control. The Purchase Price does not include any applicable state, local, and/or transit rates of sales and use tax. Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the Customer's approval before proceeding and provide an option to cancel the order.

4. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

5. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (Ohio, Macedonia) within 46-48 months from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

6. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer:
Oakwood Village Fire Department
24800 Broadway Ave
Bedford, Ohio 44146

7. Warranty. Any applicable warranty or warranties are attached hereto as Exhibit B (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

8. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND EXHIBIT B TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

10. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

11. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays

or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

13. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

14. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

15. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

16. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

17. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

18. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

CUSTOMER: Oakwood Village Fire Department

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**
Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Date: 5/13/2024

Customer Name: Oakwood Village Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Enforcer	HDRP Pumper	\$1,139,828.00
			\$
			\$
			\$
			\$

Payment Terms: In full at the time of delivery or financed through preferred bank prior to delivery.

Included in the contract agreement: Source Well used for the consortium fee. Two trips to Pierce for preconstruction and final inspection meetings for three department members. Pump / operational training provided by Atlantic once delivered to the department. Sensible Products to organize the truck once delivered \$17,600.00 value

Other Terms: Prepayment discount if paid in full and or financed within 30 days of contract signing would be \$74,834.54 the new contract total would be \$1,064,993.46

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Training will be provided by Atlantic Emergency Solutions, up to three consecutive days.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

**(A complete copy of any and all applicable warranties is attached
hereto and incorporated herein by this reference.)**

ORDINANCE NO. 2024 –WS-25

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO RETAIN ADVANCED EXCAVATING COMPANY TO PERFORM REMEDIATION WORK TO REDUCE FLOODING AT THE PROPERTY OF KHAZ RE'AL AND BEVERLY A. WISDOM LOCATED AT 26240 CAMBRIDGE DRIVE (PPN 795-40-034) AND DECLARING AN EMERGENCY

WHEREAS, the property of Khaez Re'al and Beverly A. Wisdom located at 26240 Cambridge Dr., PPN 795-40-034 has experience repeated and severe flooding in the last several months; and,

WHEREAS, Council has determined that it is in the interest of the public health, safety and welfare of the citizens of the Village to take steps to alleviate the foregoing conditions;

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 retain Advanced Excavating Company of Macedonia, Ohio to undertake efforts to remediate the foregoing conditions at a cost not to exceed Three thousand and 00/100 Dollars (\$3,000.00).

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 alleviate the foregoing conditions, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-WS-2 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-WS-25 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: _____

ORDINANCE NO. 2024-WS-26
INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT WITH THE VILLAGE OF GLENWILLOW CONCERNING IMPROVEMENTS TO RICHMOND ROAD AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood and the Village of Glenwillow wish to enter into a Joint Improvement Agreement pursuant to R.C. Sec. 715.02 for the improvements to be made to the Richmond Road in the vicinity of Hawthorne Parkway;

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 Joint Improvement Agreement with the Village of Glenwillow for the improvements to be made to Richmond Road in the vicinity of Hawthorne Parkway as described in the Joint Improvement Agreement attached hereto and incorporated herein as Exhibit 1.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the said improvements are critical in nature and need to be undertaken on a timely basis, 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-WS-26 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-WS-26 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"

JOINT IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF OAKWOOD AND THE VILLAGE OF GLENWILLOW FOR RICHMOND ROAD RAILROAD CROSSING (DOT 475960M) IMPROVEMENT

THIS JOINT IMPROVEMENT AGREEMENT ("Agreement") entered into this _____ day of 2018 between the Village of Oakwood, 24800 Broadway Road, Oakwood, Ohio 44146 (herein after "Oakwood") and the VILLAGE OF GLENWILLOW, 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter "Glenwillow");

I. RECITALS

A. General Background

1. At the border of Oakwood and Glenwillow on Richmond Road is the Richmond Road Railroad Crossing (DOT 475960M) as is shown on the attached Exhibit A.

2. Richmond Road centerline acts as the corporation border between the two municipalities and is shared 50% / 50% by each as shown on Exhibit A.

3. The section of Richmond Road that is shared by Glenwillow and Oakwood (hereinafter "Project") and as shown in Exhibit A needs to be reconstructed with its intersection with the Richmond Road Railroad Crossing (DOT 475960M) to improve the roadway, drainage, riding surface at the crossing and approach pavement to the crossing.

4. Glenwillow will be the lead community on the project and has been planning and engineering the reconstruction of the Richmond Road Railroad Crossing (DOT 475960M). It is anticipated the work will begin in 2018.

B. Municipal Authority

1. Oakwood and Glenwillow, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as Richmond Road Railroad Crossing (DOT 475960M) and it is a great public benefit to the municipalities of Oakwood and Glenwillow as well as Cuyahoga County and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, Oakwood and Glenwillow have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms previous partial agreements and actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, Oakwood and Glenwillow hereby agree as set forth below:

A. Cooperation

Oakwood and Glenwillow wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Glenwillow's Duties and Responsibilities

1. Glenwillow has engineered the Project to date (engineering to date has been reviewed by Oakwood and is approved). Glenwillow will continue to have engineering responsibilities throughout the duration of the project.

2. Glenwillow shall serve as the contracting authority for the Project. Glenwillow shall be responsible to bid out and contract with the successful bidder in accordance with all laws and shall provide all bidding information and bids to Oakwood, and shall be responsible to pay all of the cost of such construction (Oakwood's contribution is specified below). Glenwillow shall administer the project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, and Glenwillow shall also administer all payments to contractors required by the Project, making sure that such Project is completed free of any claims or liens.

3. Glenwillow shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency. Upon completion of final engineering.

4. Glenwillow shall continue to provide changes in engineering plans to Oakwood for approval and upon completion shall provide "as built" plans to Oakwood.

5. Glenwillow shall provide routine inspection reports to Oakwood as they are received as well as a copy of the final inspection report.

6. Glenwillow, also on behalf of Oakwood, shall enter into a three-party agreement with the Ohio Rail Development Corporation (ORDC) and the Cleveland Commercial Railroad Company for their respective shares and responsibilities of the project as it relates to work within the railroad right of way.

7. Glenwillow has secured funding from the Cuyahoga County Community Development Supplemental Grant (CDSG) Program. Glenwillow and Oakwood to coordinate reimbursement of their respective shares of the project through the CDSG Program.

C. Oakwood's Duties and Responsibilities

1. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Glenwillow's completion of engineering, funding and bidding.

2. Oakwood shall compensate Glenwillow in a total amount not to exceed 50% of the total project cost (engineering, construction and construction engineering). Glenwillow shall notify Oakwood of Glenwillow's preliminary project costs. Oakwood shall, within 30 days of invoice from Glenwillow, pay to Glenwillow its share of the invoice. After completion of the project and final costs have been certified, Oakwood shall pay Glenwillow less the grants and loans as applicable.

3. Oakwood has secured funding from the Cuyahoga County Community Development Supplemental Grant (CDSG) Program. Glenwillow and Oakwood to coordinate reimbursement of their respective shares of the project through the CDSG Program.

D. Traffic Control

Oakwood and Glenwillow pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond Road Railroad Crossing Project (DOT 475960M) is under construction, traffic will be maintained and/or detour as approved by each of the safety forces.

E. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of Richmond Road as is within its municipal boundary.

F. Notice

The parties shall be notified by regular mail or hand delivery s follows:

To Oakwood: Mayor Gary V Gottschalk
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146

To Glenwillow: Mayor Mark A. Cegelka
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139

G. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

H. Authorization

This Agreement is authorized by Oakwood Resolution No. 2018-____-____, passed _____, 2018 and by Glenwillow Resolution No. 2018-_____, passed _____, 2018

IN WITNESS WHEREOF, we have set our hands as of the date and place above mentioned.

Signed in the presence of:

VILLAGE OF OAKWOOD

By: _____
Mayor Gary V Gottschalk

By: _____

VILLAGE OF GLENWILLOW

By: _____
Mayor Mark A. Cegelka

By: _____

By: _____

APPROVED AS TO FORM

Director of Law, Village of Oakwood

Director of Law, Village of Glenwillow

EXHIBIT 1

JOINT IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF OAKWOOD AND THE VILLAGE OF GLENWILLOW FOR RICHMOND ROAD RECONSTRUCTION AND DRAINAGE IMPROVEMENT

THIS JOINT IMPROVEMENT AGREEMENT ("Agreement") entered into this _____ day of 2024 between the Village of Oakwood, 24800 Broadway Road, Oakwood, Ohio 44146 (herein after "Oakwood") and the VILLAGE OF GLENWILLOW, 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter "Glenwillow");

I. RECITALS

A. General Background

1. At the border of Oakwood and Glenwillow on Richmond Road between Hawthorne Parkway East & West Bound, as is shown on the attached Exhibit A, the Municipalities are planning to perform a reconstruction, drainage and multipurpose trail in conjunction with the Cleveland Metro Parks (CMP).

2. Richmond Road centerline acts as the corporation border between the two municipalities and is shared 50% / 50% by each as shown on Exhibit A.

3. The section of Richmond Road that is shared by Glenwillow and Oakwood (hereinafter "Project") and as shown in Exhibit A needs to be reconstructed to improve the roadway, drainage, riding surface while at the same time coordinate with the CMP to install a multi-purpose trail, striping and appurtenances to promote the safe passage of pedestrians, bicycles and other non-motorized mode(s) of transportation from Hawthorne Parkway-South to Hawthorne Parkway-North.

4. Glenwillow will be the lead community on the Project and will coordinate the plan preparation, bidding and construction administration for this improvement Project on Richmond Road. It is anticipated the work will begin in 2025.

B. Municipal Authority

1. Oakwood and Glenwillow, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as Richmond Road and it is a great public benefit to the municipalities of Oakwood and Glenwillow as well as Cuyahoga County and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, Oakwood and Glenwillow have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms previous partial agreements and actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, Oakwood and Glenwillow hereby agree as set forth below:

A. Cooperation

Oakwood and Glenwillow wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Glenwillow's Duties and Responsibilities

1. Glenwillow will perform all engineering for the Project. Glenwillow will assume all engineering responsibilities throughout the duration of the Project.

2. Glenwillow shall serve as the contracting authority for the Project. Glenwillow shall be responsible for bidding out and the contract with the successful bidder in accordance with all laws of the State of Ohio and shall provide all bidding information and bids to Oakwood. Glenwillow shall administer the Project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, etc.

3. Glenwillow shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency. Upon completion of final engineering.

4. Glenwillow shall provide any changes to the engineering plans to Oakwood for approval and upon completion shall provide "as built" plans to Oakwood.

5. Glenwillow shall provide routine inspection reports to Oakwood as they are received as well as a copy of the final inspection report.

6. Glenwillow, also on behalf of Oakwood, shall enter into an agreement with the CMP for their respective shares and responsibilities of the Project as it relates to the work related to the proposed multipurpose trail and appurtenances within the limits of the proposed improvement. Oakwood expressly authorizes Glenwillow to enter into any agreement necessary to complete the Project.

7. Glenwillow shall also administer all payments to contractors, professional service and other fees required by the Project, making sure that such Project is completed free of any claims or liens.

8. Glenwillow – with the support and authorization from Oakwood – has applied to and will act as the lead agency for the Ohio Public Works Commission Infrastructure funds for financial assistance for grant and loan portions of the Project. The cost will be split between the two communities evenly as proportional to the total Project cost.

C. Oakwood's Duties and Responsibilities

1. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Glenwillow's completion of engineering, funding and bidding.

2. Oakwood shall compensate Glenwillow the total amount less OPWC grants for Oakwood's portion as listed below:

a. Design Engineering, Survey and Construction Administration: The preliminary estimated cost of engineering, survey and construction administration is \$62,000. The cost shall be split 50/50 between Oakwood and Glenwillow for the design of the roadway reconstruction and drainage improvements.

b. Construction Cost: Oakwood shall pay all construction costs for work incurred within the corporate jurisdiction of Oakwood. The preliminary estimated cost of construction is \$520,000. Oakwood's share of the construction cost would be \$134,000 less the grant amount provided by OPWC.

3. After completion of the Project and final costs have been certified, Oakwood shall pay Glenwillow, less the grant proceeds as applicable, for the amounts shown above in Section C Part 2 for the Project costs that occur within Oakwood in the following manner:

a. Twenty (20) equal annual payments starting January 1st of the year after the Project closes. The Parties shall confirm this amount and payment schedule through an Addendum when figures are known.

D. Traffic Control

Oakwood and Glenwillow pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond Road Reconstruction and Drainage Improvement is under construction, traffic will be maintained and/or detour as approved by each of the safety forces.

E. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of Richmond Road as is within its municipal boundary.

F. Notice

The parties shall be notified by regular mail or hand delivery as follows:

To Oakwood: Mayor Gary V Gottschalk
City Engineer
Director of Law
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146

To Glenwillow: Mayor Mark A. Cegelka
Village Engineer
Director of Law
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139

G. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

H. Authorization

This Agreement is conditioned upon the express approval of the Glenwillow and Oakwood Councils through legislation. This Agreement is authorized by Oakwood Resolution No. 2024-____-____, passed _____, 2024 and by Glenwillow Resolution No. 2024-_____, passed _____, 2024.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed as of the date written above.

Signed in the presence of:

VILLAGE OF OAKWOOD

By: _____
Mayor Gary V Gottschalk

VILLAGE OF GLENWILLOW

By: _____
Mayor Mark A. Cegelka

APPROVED AS TO FORM ONLY:

James A. Climer
Director of Law, Village of Oakwood

Mark B. Marong

DRAFT

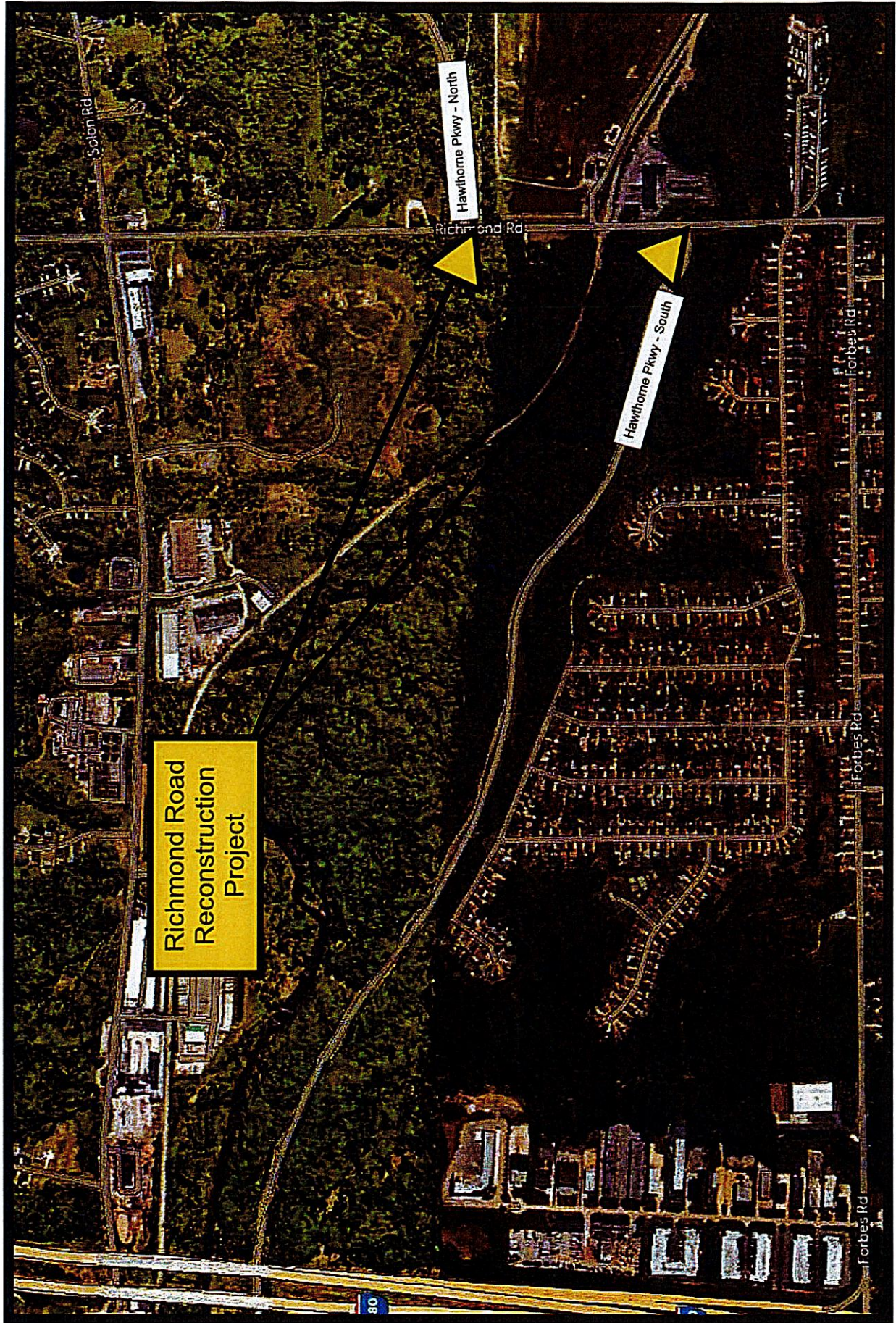


EXHIBIT A

Resolution No. 2024- WS-27

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION DECLARING THE INTENT OF THE VILLAGE OF OAKWOOD, OHIO TO DISPOSE OF PERSONAL PROPERTY AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR VILLAGE USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2024 AND DECLARING AN EMERGENCY

WHEREAS, pursuant to the Ohio Revised Code Section 721.15(D), the Village of Oakwood desires to adopt this Resolution expressing its intent to sell by internet auction personal property that has become obsolete, unnecessary or unfit for Village use by internet auction during the calendar year 2024; and

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

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

SECTION 1. During calendar year 2024, the Village's personal property which is not needed for public use or which is obsolete or unfit may be sold at internet auction pursuant to Ohio Revised Code Section 721.15(D).

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

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

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

SECTION 5. The Clerk is hereby further instructed to cause a notice containing a summary of the information provided in this Resolution to be posted continually throughout the calendar year 2024 in a conspicuous place in the Clerk's Office or Finance Office and the Village Council. A similar notice shall be posted on the Village's website throughout the calendar year 2024.

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

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

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

PASSED: _____

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-WS-27 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-WS-27 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”

Village of Oakwood

Oakwood Village, Ohio

Online Sales - Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.22.23 1st Reading
1.9.24 2nd Reading
1.23.24 3rd Reading (tabled)
Under Suspension
Adopted

AMENDED ORDINANCE NO. 2023-55

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN EMERGENCY ORDINANCE AUTHORIZING THE RE-APPOINTMENT OF ROSS CIRINCIONE AND JOHN MONTELLO TO THE POSITION OF ASSISTANT LAW DIRECTOR/PROSECUTOR WITH THE VILLAGE OF OAKWOOD

WHEREAS, John Montello has served capably for a number of years as the Magistrate of the Oakwood Mayor's Court which will no longer hear cases as of January 15th, 2024; and,

WHEREAS, John Montello has considerable experience as a municipal attorney including serving as Law Director of Walton Hills, Law Director/Prosecutor for Bedford and prior legal positions with Maple Heights and Streetsboro; and,

WHEREAS, John Montello and the present Assistant Law Director/Prosecutor, Ross Cirincione, have indicated a desire to share the position of Assistant Law Director and Prosecutor which will bring additional valuable skill and experience to those positions; and,

WHEREAS, the said employees will perform the duties of said positions for the same salary and benefits presently paid to Ross Cirincione;

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

SECTION 1. Ross Cirincione and John Montello are hereby appointed to the position of Assistant Law Director and Prosecutor effective January 15, 2024.

SECTION 2. The said employees shall be paid as follows:

Salary: Twenty-six thousand seven hundred seventy-five and 00/100 Dollars (\$26,775.00) each per annum for meeting attendance, duties assigned by the Law Director and all other duties except as stated below;

Hourly compensation: Up to five thousand one hundred and 00/100 Dollars total billed at \$112.50 per hour for criminal jury trials, motion to suppress hearings and appeals (no PERS or employer contributions).

SECTION 3. All provisions of all other Ordinances and Resolutions which are inconsistent with the provisions contained herein shall be modified accordingly.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the ability to provide uninterrupted 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: _____

Erica L. 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. 2023-55 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 the foregoing Amended Ordinance No. 2023-55 was duly posted on the _____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

Introduced by	_____
Motioned by	_____
Seconded by	_____
1st Reading	3/20/24
2nd Reading	4/9/24
Third Reading	4/23/24 (tabled)
Under suspension	_____

ORDINANCE NO. 2024-13

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REFUSE COLLECTION AND RECYCLE PROCESSING SERVICE AGREEMENT WITH WASTE MANAGEMENT OF OHIO, INC. AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood deems it advantageous to enter into a refuse collection and recycle processing service agreement with Waste Management of Ohio, Inc.; and,

WHEREAS, Oakwood and Waste Management of Ohio, Inc. have agreed in principle to the terms of said agreement as set forth in the document attached hereto and incorporated herein by reference and marked Exhibit "A";

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

SECTION 1. The Mayor be and is hereby authorized to enter into a Refuse Collection and Recycle Processing Service agreement with Waste Management of Ohio, Inc., a copy which is attached hereto and expressly made a part hereof by reference and marked 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 that the continuation of uninterrupted refuse collection and recycle processing is of paramount importance to the citizens of Oakwood, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica L. Nikolic, President of Council

Tanya A. Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-13 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2024.

Tanya A. Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-13 was duly posted on the _____ day of _____, 2024, and will remain posted in accordance with the Oakwood Village Charter

Tanya A. Joseph, Clerk of Council

EXHIBIT "A"

REFUSE COLLECTION AND RECYCLE PROCESSING SERVICE AGREEMENT

This Refuse Collection and Recycle Processing Service Agreement ("Agreement") is hereby entered into between the Village of Oakwood ("Village") and Waste Management of Ohio, Inc. ("WMO") and shall be effective on the date that it has been signed by authorized representatives of both parties (the "Effective Date").

RECITALS

1. WMO is in the business of providing waste collection and recycle processing services throughout Ohio (the "Territory").
2. The Village is in need of residential refuse collection services and recycle processing services.
3. The parties have determined to enter into this exclusive Agreement in which WMO will contract with the Village to provide exclusive residential refuse collection and recycle processing services (the "Services").
4. The terms and conditions of this Agreement are as follows:

TERMS AND CONDITIONS

1. Services to be Provided by WMO

- A) WMO will exclusively provide to all owners of residential single-family units within the Village weekly refuse collection consisting of the Acceptable Waste contained in one 96-gallon refuse container, using WM vehicles on WMO designated routes and days. Acceptable Waste shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass, metal materials. Waste shall be considered Acceptable Waste only if properly contained within one 96-gallon cart placed at the curbside on the proper weekly collection day. Overflow of waste is not permitted. As used herein, the term waste and/or refuse shall be Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WMO upon collection in WMO vehicles.
- B) The holiday schedule is: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In the event a Holiday falls on one of the collection days, the Contractor shall provide service on the next available day.
- C) In the event that WMO is unable to perform collection duties due to severe weather condition, WMO will notify the Village designee of such occurrence.

- D) Location of waste to be picked up. Residential containers should be within five (5) feet of the curb for collection by 7:00 A.M on the designated collection day.
- E) WMO shall provide each residential single-family unit within the Village one 96gallon refuse cart and one 64-gallon recycling cart. Residents may choose an additional cart provided by WMO as specified in the pricing page attached. WMO shall retain ownership of all carts, be responsible for maintenance and replacement for normal wear and tear, and shall collect same from each residential unit at the expiration of this Agreement.
- F) WMO will collect recyclable material every other week that meets the specifications attached hereto as Attachment "A" from the curb side in 64-gallon carts provided by WMO. WMO will process the recyclable material collected in the Village in accordance with the terms and conditions contained in Attachment "A".

2. Service Rates

WMO shall charge the Village the rates for service listed in Attachment "A" and Attachment "B".

3. Billing Procedures

WMO will invoice the Village directly at the beginning of each calendar month. Village shall remit payment to WM within thirty (30) days of the date of each invoice. Invoices will be based upon the total residential house count within the Village as agreed by the parties. Not more often than once annually, either party can request an audit of the total house count and upon such request, the parties shall confer and determine if an adjustment to the house count is required, and once a revised house count is agreed by the parties, it shall be the total utilized for all invoices thereafter.

4. Compliance

WMO shall comply with all applicable laws, regulations and permits.

5. Indemnification

WMO will indemnify the Village for any liabilities that may arise from WMO's negligent performance under the Contract.

6. Term

The initial term of this Contract shall be for a period of 5 years beginning April 1, 2024 and ending March 31, 2029, with additional extension options to be mutually agreed upon by both parties.

7. Default

Either party may terminate this Agreement if:

- A) the other party fails to comply with a term or condition of the Agreement, and fails to correct such failure within 30 days of receiving written notice of such failure, or B)
- Files a petition in bankruptcy or is insolvent.

8. Government Fees:

The Village and WMO agree that any additional government fees imposed by any local, state or federal governmental agency or body, which affect the cost of services provided by WMO, shall be passed through and added to monthly invoices.

9. Other Surcharges:

WMO shall not apply any other surcharges or fees.

10. Miscellaneous:

This Agreement constitutes the entire agreement between the parties. No other oral or written representation or agreement shall have any bearing on the interpretation or meaning of this Agreement. All provisions of this Agreement shall be strictly complied with and conformed to by WMO and no amendments to this Agreement shall be made except upon the written consent of both parties.

WASTE MANAGEMENT OF OHIO, INC.

Name and Title

Signature

Date

Village of Oakwood

Chairman

Signature

Date

Attachment "A"
SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	

RECYCLABLES may include the following with the written consent of COMPANY:

Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty	Glass food and beverage containers – brown, clear, or green - empty
Aseptic containers	Cartons

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multilaminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated

under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company is not obligated to collect Containers which are Contaminated. For purposes of this Agreement, a Container or Load is "Contaminated" when, based on visual inspection, (i) a Recyclable Materials Container or Load has more than 10% non-Recyclable Materials (volume or weight) or any amount of Excluded Materials. If Company elects to not collect a Contaminated Container, it shall notify the customer by tag affixed to the container. If Company elects to collect Contaminated Containers, it may charge a Contamination Fee per Load up to \$150.00/ton or such other amount agreed upon by the parties. Company may dispose of the contents of a Contaminated Container or Load without notice if it elects to collect.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Commencing on the effective date of this Agreement, any increase in recycling processing and transportation fees above \$60.00 per ton will be passed through to the Village. The increase would be passed on to the Village as part of a quarterly rate adjustment. The increase would be based on the previous quarters collected recycle tonnage multiplied by the processing and transportation fee increase per ton, then divided by number of units and by 3 months. For example, if collected 36 recycle tons in previous quarter and the price to process and transport increased from \$60/ton to \$63/ton, then $36 \text{ tons} \times \$3/\text{ton} = \108 . $\$108/3 \text{ months}/1,400 \text{ units} = \0.03 ; the rate would increase 3 cents/unit/month. When the recycle processing and transportation fee remains at \$60/ton or below, no additional charges will apply.

Attachment "B"

The rates paid to WMO for performance of the refuse collection work during the term of the Agreement shall be as follows:

- \$7.80 per unit per month April 1, 2024 to March 31, 2025
- \$8.25 per unit per month April 1, 2025 to March 31, 2026
- \$8.66 per unit per month April 1, 2026 to March 31, 2027
- \$9.09 per unit per month April 1, 2027 to March 31, 2028
- \$9.55 per unit per month April 1, 2028 to March 31, 2029
- During the term of the Agreement the rate for additional cart rental shall remain the same \$4.00 per cart per month.

ORDINANCE NO. 2024-26

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE TO PROVIDE AMENDMENTS TO THE CODIFIED ORDINANCES OF OAKWOOD GENERAL OFFENSES CODE, PART FIVE, SECTIONS 505.02 AND 505.03 CLARIFYING CIRCUMSTANCES UNDER WHICH ANIMALS ARE RUNNING AT LARGE IN VIOLATION OF THE ORDINANCES OF THE VILLAGE

WHEREAS, Oakwood Codified Ordinance Sections 505.02 and 505.03 as presently written prohibit animals running at large under certain circumstances; and,

WHEREAS, Oakwood Village Council wishes to clarify the circumstances under which animals are running at large in violation of the Village Ordinances,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OAKWOOD, STATE OF OHIO:

SECTION 1. That Oakwood Codified Ordinance Section 505.03, which presently reads as follows:

505.03 - Dogs and other animals running at large.

(a) No person being the owner or having charge of cattle, horses, swine, sheep, goats, chickens, or other animals shall permit them to run at large upon any public place, or upon any unenclosed lands or upon the premises of another.

(b) No owner, keeper or harbinger of any female dog shall permit it to go beyond the premises of the owner, keeper or harbinger at any time the dog is in heat, unless the dog is properly in leash.

(c) No owner, keeper or harbinger of any dog shall fail at any time to keep it either physically confined or restrained upon the premises of the owner, keeper or harbinger by a leash, tether, adequate fence, supervision, or secure enclosure to prevent escape, or under reasonable control of some person.

(d) The running at large of any such animal in or upon any of the places mentioned in this section is prima-facie evidence that it is running at large in violation of this section.

(e) Whoever violates this subsection (a) hereof is guilty of a misdemeanor of the fourth degree.

(f) (1) Whoever violates subsection (b) or (c) hereof is guilty of a minor misdemeanor for a first offense and a misdemeanor of the fourth degree for each subsequent offense.

(2) In addition to the penalties prescribed in subsection (f)(1) hereof, if the offender is guilty of a violation of subsection (b) or (c) hereof, the court may order the offender to personally supervise the dog that he owns, keeps, or harbors, to cause that dog to complete dog obedience training, or to do both.

be and hereby is amended to read as follows:

505.03 - Dogs and other animals running at large.

(a) No person being the owner or having charge of cattle, horses, swine, sheep, goats, chickens, or other animals shall permit them to run at large upon any public place, or upon any unenclosed lands or upon the premises of another.

(b) No owner, keeper or harbinger of any dog shall permit it to go beyond the premises of the owner, keeper or harbinger at any time unless the dog is properly in leash.

(c) No owner, keeper or harbinger of any dog shall fail at any time to keep it either physically confined or restrained upon the premises of the owner, keeper or harbinger by a leash, tether, adequate fence, supervision, or secure enclosure to prevent escape, or under reasonable control of some person.

(d) The running at large of any such animal in or upon any of the places mentioned in this section is prima-facie evidence that it is running at large in violation of this section.

(e) Whoever violates this subsection (a) hereof is guilty of a misdemeanor of the fourth degree.

(f) (1) Whoever violates subsection (b) or (c) hereof is guilty of a minor misdemeanor for a first offense and a misdemeanor of the fourth degree for each subsequent offense.

(2) In addition to the penalties prescribed in subsection (f)(1) hereof, if the offender is guilty of a violation of subsection (b) or (c) hereof, the court may order the offender to personally supervise the dog that he owns, keeps, or harbors, to cause that dog to complete dog obedience training, or to do both.

SECTION 2. The existing version of Oakwood C.O. Section 505.03 be and hereby is repealed.

SECTION 3. The codifier is hereby instructed to substitute the amended version of C.O. Section 505.03 for the existing version.

SECTION 4. This Ordinance shall become effective in full force and effect 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. 2024-26 was duly and regularly passed by this Council at the meeting held on _____ 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. 2024-26 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: _____

505.03 - Dogs and other animals running at large.

(a) No person being the owner or having charge of cattle, horses, swine, sheep, goats, chickens, or other animals shall permit them to run at large upon any public place, or upon any unenclosed lands or upon the premises of another.

(b) No owner, keeper or harbinger of any dog shall permit it to go beyond the premises of the owner, keeper or harbinger at any time unless the dog is properly in leash.

(c) No owner, keeper or harbinger of any dog shall fail at any time to keep it either physically confined or restrained upon the premises of the owner, keeper or harbinger by a leash, tether, adequate fence, supervision, or secure enclosure to prevent escape, or under reasonable control of some person.

(d) The running at large of any such animal in or upon any of the places mentioned in this section is prima-facie evidence that it is running at large in violation of this section.

(e) Whoever violates this subsection (a) hereof is guilty of a misdemeanor of the fourth degree.

(f) (1) Whoever violates subsection (b) or (c) hereof is guilty of a minor misdemeanor for a first offense and a misdemeanor of the fourth degree for each subsequent offense.

(2) In addition to the penalties prescribed in subsection (f)(1) hereof, if the offender is guilty of a violation of subsection (b) or (c) hereof, the court may order the offender to personally supervise the dog that he owns, keeps, or harbors, to cause that dog to complete dog obedience training, or to do both.

RESOLUTION NO. 2024-29

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION OF CONDOLENCES TO THE FAMILY
OF ANTHONY PIERRE SCALES**

WHEREAS, Anthony Pierre Scales, a longtime resident of Oakwood Village, passed away Sunday, May 19th, 2024, at the age of 66; and

WHEREAS, Anthony Pierre Scales was born on December 8th, 1957, in Dayton, Ohio to the union of the late Otis Jr and Anne Scales; and

WHEREAS, Anthony's younger years were spent in Dayton, Ohio where he graduated from high school, followed by attending the University of Cincinnati where he earned a Bachelor of Science degree in Finance with a focus of Business and Accounting. Anyone that knew him knew that he had a passion for math and tinkering with things, Anthony was a perfectionist; and

WHEREAS, Shortly after, Anthony moved to Cleveland, Ohio, where he found a continued passion in welding and machine operation. He was a hard worker dedicated to excellence in everything he did. He pursued a career at Lincoln Electric, where he was a machine operator. After 30+ years he retired from Lincoln Electric. He was often awarded for his overall performance evaluation by receiving the Presidential award for having the highest scores in the company at Lincoln Electric; and

WHEREAS, Anthony gave his life early to Christ where he was baptized at an early age. Anthony was a longtime member of Mt. Zion Missionary Baptist Church, in Oakwood Village, Ohio. Anthony was also an honorary member of Healing Springs Missionary Baptist Church, in Detroit, Michigan; and

WHEREAS, In 2005, Anthony would marry his soul mate Jean, in Las Vegas, Nevada. Anthony loved to be called "Anthony" by his wife, Jean. Within this union, they created a beautiful, blended family; and

WHEREAS, During his retirement he was antsy to continue to serve others where he began working part-time with Delta Airlines and FedEx. Anthony continued to display hard work and dedication to excellence. Anthony had a special love for family, friends, and neighbors, and in return he was loved by many. When family and friends would come to visit, Anthony looked forward to barbecuing a range of foods, but he especially liked frying turkeys. Anthony also enjoyed cooking, gardening, and watching sports; and

WHEREAS, In later years, Anthony and Jean would move to their forever home in Atlanta, Georgia, where they built a home and focused on domestic and world traveling as their hobby. His favorite places to travel were Hawaii and the Bahamas; and

WHEREAS, Anthony leaves to treasure his love and memory, five daughters and two sons: Erica (Matt) Thompson, Cincinnati, Ohio, Justin (Lily) Scales, Chicago, Illinois, Kimberly (Victoria) Clayton-McBee, Atlanta, Georgia, Veronica (Jason) Boston, Solon, Ohio, Jenae Paisley, Houston, Texas, Byron Paisley, Houston, Texas, Jada Parker Greer, Atlanta, Georgia, and his fur baby Casper, Atlanta, Georgia; Eight grandchildren: Ayanna Thompson, Daysia Thompson, Josh Thompson, Damien Taylor, Valaiya Appleton, Jason Boston Jr., Jaxon Boston, Javier Scales, and two fur grand babies, Nelson and West. One brother: Otis (Lisa) Scales, Dayton, Ohio; Three sisters: Jacqueline (Jackie) Scales (predeceased his death), Michelle Scales, Dayton, Ohio and Lisa Scales, Dayton, Ohio; along with a host of nieces, nephews, other relatives and loving friends and coworkers.

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

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Anthony Pierre Scales and hope the fond memories of such a fine, caring person comfort them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Anthony Pierre Scales.

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: _____

Erica L. Nikolic, President of Council

Tanya A. Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Resolution No. 2024-29 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2024.

Tanya A. Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Resolution No. 2024-29 was duly posted on the _____ day of _____, 2024, and will remain posted in accordance with the Oakwood Village Charter

Tanya A. Joseph, Clerk of Council



A RESOLUTION OF CONDOLENCES TO THE FAMILY OF ANTHONY PIERRE SCALES AKA TONY OR PIERRE OR "SAMMY" OR TONE

WHEREAS, Anthony Pierre Scales, a longtime resident of Oakwood Village, passed away Sunday, May 19th, 2024, at the age of 66; and

WHEREAS, Anthony Pierre Scales was born on December 8th, 1957, in Dayton, Ohio to the union of the late Otis Jr and Anne Scales; and

WHEREAS, Anthony's younger years were spent in Dayton, Ohio where he graduated from high school, followed by attending the University of Cincinnati where he earned a Bachelor of Science degree in Finance with a focus of Business and Accounting. Anyone that knew him knew that he had a passion for math and tinkering with things, Anthony was a perfectionist; and

WHEREAS, Shortly after, Anthony moved to Cleveland, Ohio, where he found a continued passion in welding and machine operation. He was a hard worker dedicated to excellence in everything he did. He pursued a career at Lincoln Electric, where he was a machine operator. After 30+ years he retired from Lincoln Electric. He was often awarded for his overall performance evaluation by receiving the Presidential award for having the highest scores in the company at Lincoln Electric; and

WHEREAS, Anthony gave his life early to Christ where he was baptized at an early age. Anthony was a longtime member of Mt Zion Missionary Baptist Church, in Oakwood Village, Ohio. Anthony was also an honorary member of Healing Springs Missionary Baptist Church, in Detroit, Michigan; and

WHEREAS, In 2005, Anthony would marry his soul mate Jean, in Las Vegas, Nevada. Anthony loved to be called "Anthony" by his wife, Jean. Within this union, they created a beautiful, blended family; and

WHEREAS, During his retirement he was antsy to continue to serve others where he began working part-time with Delta Airlines and FedEx. Anthony continued to display hard work and dedication to excellence. Anthony had a special love for family, friends, and neighbors, and in return he was loved by many. When family and friends would come to visit, Anthony looked forward to barbecuing a range of foods, but he especially liked frying turkeys. Anthony also enjoyed cooking, gardening, and watching sports; and

WHEREAS, In later years, Anthony and Jean would move to their forever home in Atlanta, Georgia, where they built a home and focused on domestic and world traveling as their hobby. His favorite places to travel were Hawaii and the Bahamas; and

WHEREAS, Anthony leaves to treasure his love and memory, five daughters and two sons: Erica (Matt) Thompson, Cincinnati, Ohio, Justin (Lily) Scales, Chicago, Illinois, Kimberly (Victoria) Clayton-McBee, Atlanta, Georgia, Veronica (Jason) Boston, Solon, Ohio, Jenae Paisley, Houston, Texas, Byron Paisley, Houston, Texas, Jada Parker Greer, Atlanta, Georgia, and his fur baby Casper, Atlanta, Georgia. Eight grandchildren: Ayanna Thompson, Daysia Thompson, Josh Thompson, Damien Taylor, Valarya Appleton, Jason Boston Jr., Jaxon Boston, Javier Scales, and two fur grand babies, Nelson and West. One brother: Otis (Lisa) Scales, Dayton, Ohio; Three sisters: Jacqueline (Jackie) Scales (predeceased his death), Michelle Scales, Dayton, Ohio and Lisa Scales, Dayton, Ohio, along with a host of nieces, nephews, other relatives and loving friends and coworkers.

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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.

Gary V. Gbittschalk
Mayor Gary V. Gbittschalk

Erica L. Nikolic
Council President Erica L. Nikolic

Johnnie A. Warren
President Pro-Tem Johnnie A. Warren

Tanya Scroggs
Councilperson Ward 1 Tanya Scroggs

Eloise Hardin
Councilperson Ward 2 Eloise Hardin

Paggie Mallock
Councilperson Ward 3 Paggie Mallock

Mary Davis
Councilperson Ward 4 Mary Davis

Candace S. Williams
Councilperson Ward 5 Candace S. Williams

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

