

**VILLAGE OF OAKWOOD  
WORK SESSION  
June 25<sup>th</sup>, 2024  
6:15 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 SAFEBUILT 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-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**
  
- 2024-WS-28                    **AN ORDINANCE ENACTING A NEW CHAPTER 706 “RECREATIONAL MARIJUANA” OF THE CODIFIED ORDINANCES OF THE VILLAGE OF OAKWOOD CONCERNING THE SALE OF RECREATIONAL MARIJUANA AND DECLARING AN EMERGENCY.**
  
- 2024-WS-29                    **AN ORDINANCE AUTHORIZING CHANGE ORDER NO. 1 FOR THE C.A. AGRESTA CONSTRUCTION CO., INCREASING THE CONTRACT BY \$16,302.00, FOR THE TRYON ROAD PEDESTRIAN SAFETY TRAIL PROJECT IN THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY**
  
- 2024-WS-30                    **A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND AUTHORIZING THE ENGINEER TO BEGIN THE PREPARATION OF PLANS AND SPECIFICATIONS AND TO ADVERTISE FOR BIDS FOR THE ALEXANDER ROAD SEPTIC CONVERSION PROJECT IN THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY**
  
- 2024-WS-31                    **AN ORDINANCE PROVIDING THAT THE CLERK OF COUNCIL SHALL REPORT TO AND WORK UNDER THE SUPERVISION OF THE WARD 2 COUNCILPERSON UNTIL OTHERWISE DETERMINED BY COUNCIL**

- 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 25<sup>th</sup>, 2024  
7:00 p.m.  
AGENDA**

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- 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. Hill (formerly Williams) | Building   | Daniel Marinucci  |
|                       |                                     | Engineer   | Matt Jones        |
|                       |                                     | Recreation | Carlean Perez     |

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- 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

1<sup>st</sup> read 12-22-23

2<sup>nd</sup> 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**

**11. 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 (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](mailto:f.hamilton@cretelligent.com)

January 8, 2024

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

Via email: [fhren@cvelimited.com](mailto:fhren@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 <sup>1</sup>

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

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

This budget includes the following assumptions:

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

Oakwood Village  
January 8, 2024  
Page 4

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

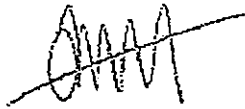
#### **SCHEDULE**

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

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

Regards,

**CRETELLIGENT**



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

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

**Authorization to Proceed:**

Please sign below and include appropriate contact information.

|  |       |
|--|-------|
| _____  | _____ |
| (Client or Authorized Client Representative) | Date  |
| _____  | _____ |
| Printed Name                                 | Title |

**Billing Contact Information:**

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

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

Address \_\_\_\_\_

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

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

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

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

Proposal  
Preliminary Assessment  
Environmental Conditions  
Wright Ave, Oakwood Village

APPROVED AS TO LEGAL FORM

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

**CREtelligent**  
**General Conditions**

**1.0 BILLING**

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

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

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

**2.0 WARRANTY AND LIABILITY**

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

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

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

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

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

**3.0 GOVERNING LAW:**

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



ORDINANCE NO. 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**

|                        |
|------------------------|
| <b>EXHIBIT<br/>"A"</b> |
|------------------------|

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:

| <b>Service Fee Schedule:</b>  | <b>STANDARD HOURLY RATE*</b>              |
|---|---|
| Inspection Services<br>• 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               |   |
|----------------------------|---|
| <b>INSPECTION SERVICES</b> | 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 **1<sup>st</sup> 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: \_\_\_\_\_



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-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 GLENWILLOW

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VILLAGE OF OAKWOOD

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

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

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 1<sup>st</sup> 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

Director of Law, Village of Glenwillow

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.

ORDINANCE NO. 2024-WS-28

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE ENACTING A NEW CHAPTER 706 “RECREATIONAL MARIJUANA” OF THE CODIFIED ORDINANCES OF THE VILLAGE OF OAKWOOD CONCERNING THE SALE OF RECREATIONAL MARIJUANA AND DECLARING AN EMERGENCY.**

**WHEREAS**, on November 7, 2023, the electors in the State of Ohio General Election approved a measure known as Issue 2, which was an initiative petition to create a new Chapter 3780 of the Ohio Revised Code regarding regulation of the cultivation, processing, sale, purchase, possession, home grow and use of cannabis by adults at least 21 years of age; and

**WHEREAS**, on December 7, 2023, Chapter 3780 of the Ohio Revised Code went into effect; and

**WHEREAS**, Section 3780.25 of the Ohio Revised Code reads in pertinent part as follows:

- (A) The legislative authority of a municipal corporation may adopt an ordinance or board of township trustees may adopt a resolution, by a majority vote to prohibit, or limit the number of adult use cannabis operators permitted under this chapter within the municipal corporation or within the unincorporated territory of the township, respectively; and

**WHEREAS**, in addition to Chapter 3780.25, Art. XVIII, §3 of the Ohio Constitution concerning municipal powers of local self-government provides that “...municipalities shall have authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws.”; and

**WHEREAS**, the Council of the Village of Oakwood further determines that the sale of adult use cannabis within the Village does not promote and provide for the public peace, health, safety, convenience, comfort, prosperity and general welfare of its residents and pursuant to the authority granted by Art. XVIII, §3 of the Ohio Constitution and Section 3780.25 of the Ohio Revised Code, this Council does desire to prohibit “adult use cannabis operators” within the Village of Oakwood, Ohio; and

**WHEREAS**, this Council finds it necessary to adopt a new Chapter 706 entitled “Recreational Marijuana” of the Codified Ordinances of the Village of Oakwood, Ohio to maintain the public peace, health, and safety.

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

**SECTION 1.** That the Codified Ordinances of Oakwood, Ohio, are hereby amended by the provisions enacted under Section 2 of this Ordinance.

**SECTION 2.** Chapter 706 Recreational Marijuana of the Codified Ordinances of the Village of Oakwood, Ohio is hereby enacted and is to read in its entirety as follows:

### Chapter 706 Recreational Marijuana

706.01- Definitions

706.02- Prohibitions

706.99- Penalties

#### 706.01 DEFINITIONS

As may be used in this Chapter, the following definitions set forth in Section 3780.01 of Chapter 3780 of the current Revised Code are applicable and restated herein:

(a) "Adult use cannabis" or "cannabis" or "marijuana" means marihuana as defined in Section 3719.01 of the Revised Code.

(b) "Adult use cannabis operator" means a level I adult use cultivator, a level II adult use cultivator, a level III adult use cultivator, an adult use processor, and an adult use dispensary.

(c) "Adult use cultivator" means a level I adult use cultivator or a level II adult use cultivator.

(d) "Adult use dispensary" means a person licensed pursuant to Section 3780.15 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to sell adult use cannabis as authorized.

(e) "Adult use processor" means a person licensed pursuant to Section 3780.14 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to manufacture adult use cannabis as authorized.

(f) "Cultivation area" means the boundaries of the enclosed areas in which adult use cannabis is cultivated during the vegetative stage and flowering stage of the cultivation process. For purposes of calculating the cultivation area square footage, enclosed areas used solely for the storage and maintenance of mother plants, clones, or seedlings shall not be included.

(g) "Cultivation facility" means a facility where an adult use cultivator or a level III adult use cultivator is authorized to operate.

(h) "Dispensary" means a person who has a certificate of operation to operate a dispensary under Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

(i) "Level I adult use cultivator" means either a person who has a certificate of operation as a level I cultivator and who is licensed pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level I adult use cultivator pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

(j) "Level II adult use cultivator" means either a person who has a certificate of operation as a level II cultivator and who is licensed pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level II adult use cultivator pursuant to Section 3780.12

of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

(k)"Level III adult use cultivator" means a person licensed pursuant to Section 3780.13 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

(l)"Level I cultivator" means a person who has a certificate of operation to operate as a level I cultivator under Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

(m)"Level II cultivator" means a person who has a certificate of operation to operate as a level II cultivator under Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

(n)"License" means a license by the division of cannabis control to a license applicant pursuant to Chapter 3780 of the Revised Code and the rules adopted thereunder.

(o)"License applicant" means an individual or person who applies for a license under Chapter 3780 of the Revised Code.

(p)"License holder" or "Licensee" means an adult use cannabis operator, adult use testing laboratory or an individual who is licensed under the provisions of Chapter 3780 of the Revised Code.

(q)"Manufacture" means the process of converting harvested plant material into adult use extract by physical or chemical means for use as an ingredient in an adult use cannabis product.

(r)"Person" includes, but is not limited to, an individual or a combination of individuals; a sole proprietorship, a firm, a company, a joint venture, a partnership of any type, a joint-stock company, a corporation of any type, a corporate subsidiary of any type, a limited liability company, a business trust, or any other business entity or organization; an assignee; a receiver; a trustee in bankruptcy; an unincorporated association, club, society, or other unincorporated entity or organization; entities that are disregarded for federal income tax purposes; and any other nongovernmental, artificial, legal entity that is capable of engaging in business.

(s)"Processor" means a person who has been issued a processing certificate of operation pursuant to Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

#### 706.02- PROHIBITIONS

(a)No person or entity shall operate within the Village of Oakwood as an Adult Use Cannabis Operator.

(b)No person or entity owning, renting, leasing, or having any interest whatsoever in real property located within the Village of Oakwood shall operate, authorize or permit any person or entity to operate within the Village of Oakwood as an Adult Use Cannabis Operator.

(c)No person or entity shall enter upon or occupy any public property, street, or right-of-way within the Village of Oakwood to operate as an Adult Use Cannabis Operator within the Village of Oakwood.

#### 706.99- PENALTY

Whoever violates any provision of this Chapter shall be guilty of a misdemeanor of the first degree. Each day a violation is committed shall be deemed to constitute a separate offense.

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any purpose or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances. The legislative authority of the Village of Oakwood, Ohio hereby declares that it would adopt this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

**SECTION 4.** The Codifier is hereby instructed to incorporate the provisions enacted herein into the Codified Ordinances of the Village.

**SECTION 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being the imminent authorization of licenses for Adult Use Cannabis Operators and the effect that such licenses may have upon the quality of life in Oakwood, therefore, provided it receives two-thirds (66.67 %) 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-WS-28 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-WS-28 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-29

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING CHANGE ORDER NO. 1 FOR THE  
C.A. AGRESTA CONSTRUCTION CO., INCREASING THE  
CONTRACT BY \$16,302.00, FOR THE TRYON ROAD PEDESTRIAN  
SAFETY TRAIL PROJECT IN THE VILLAGE OF OAKWOOD AND  
DECLARING AN EMERGENCY**

**WHEREAS**, on November 30, 2022, by Resolution 2022-60, Council authorized and directed the Mayor and the Village Engineer to file an application for funding to the Cuyahoga County Department of Development for the Tryon Road Pedestrian Safety Trail Project under the 2023 Community Development Supplemental Grant Program; and

**WHEREAS**, the Cuyahoga County Department of Development has notified the Mayor and the Village Engineer that the Village of Oakwood has been awarded \$50,000.00 for the Tryon Road Pedestrian Safety Trail Project under the 2023 Supplemental Grant Program which will include the construction of concrete sidewalks and curb ramps compliant with Americans with Disabilities Act (ADA) within the right of way on Tryon Road from Broadway Avenue to Lamson Road; and

**WHEREAS**, on November 30, 2022, by Resolution 2022-61, Council authorized and directed the Mayor and the Village Engineer to file an application for funding to the Cuyahoga County Department of Development for the Tryon Road Pedestrian Safety Trail Project under the 2022 Community Development Block Grant Program; and

**WHEREAS**, the Cuyahoga County Department of Development had notified the Mayor and the Village Engineer that the Village of Oakwood had been awarded \$150,000.00 for the Tryon Road Pedestrian Safety Trail Project under the 2022 Competitive Municipal Block Grant Program which will include the construction of concrete sidewalks and curb ramps compliant with Americans with Disabilities Act (ADA) within the right of way on Tryon Road from Broadway Avenue to Lamson Road.

**WHEREAS**, on May 23, 2023 Council had, by Resolution 2023-18, authorized the Mayor to enter into any agreements with the Cuyahoga County Department of Development to secure the grant award funds for the Tryon Road Pedestrian Safety Trail Project and directed the Village Engineer to begin the preparation of plans and specifications and to provide advertising for bids, and

**WHEREAS**, the bids for Tryon Road Pedestrian Safety Trail Project were opened on August 17, 2023 at Oakwood Village Hall; and

**WHEREAS**, on August 30, 2023, the Oakwood Village Board of Control authorized the Mayor and the Village Engineer to enter into a contract with C.A. Agresta Construction Co. for the Tryon Road Pedestrian Safety Trail Project in the amount of Two Hundred Sixty-Two Thousand Seven Hundred Forty-Seven Dollars and Zero Cents (\$262,747.00), and

**WHEREAS**, the Village Engineer has determined that the quantity adjustments to contract line items for actual work performed will increase the contract for the Tryon Road Pedestrian Safety



Trail Project in the amount of Sixteen Thousand Three Hundred and Two Dollars and Zero Cents (\$16,302.00).

**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 of the Village of Oakwood hereby authorizes Change Order No. 1 for the C.A. Agresta Construction Co., to increase the contract for the Tryon Road Pedestrian Safety Trail in the amount of Sixteen Thousand Three Hundred and Two Dollars and Zero Cents (\$16,302.00).

**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 Resolution.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being so that close out of the project can be completed in a timely manner in compliance with the grant requirements, 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-29 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-29 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: \_\_\_\_\_

**RESOLUTION NO.: 2024-WS-30**

INTRODUCED BY

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND AUTHORIZING THE ENGINEER TO BEGIN THE PREPARATION OF PLANS AND SPECIFICATIONS AND TO ADVERTISE FOR BIDS FOR THE ALEXANDER ROAD SEPTIC CONVERSION PROJECT IN THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY**

**WHEREAS**, on May 23, 2023, by Resolution 2023-17, Council authorized and directed the Mayor to file an application for funding to the Northeast Ohio Regional Sewer District (NEORS) for the Alexander Road Septic Conversion Project under the 2024 Member Community Infrastructure Grant Program (MCIP); and

**WHEREAS**, on October 30, 2023, by Resolution 2023-38, Council authorized and directed the Mayor to file an application for funding to the District One Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the Alexander Road Septic Conversion Project; and

**WHEREAS**, the Ohio Public Works Commission has advised the Village of Oakwood that the request for financial assistance for the Alexander Road Septic Conversion Project has been approved; and

**WHEREAS**, the Northeast Ohio Regional Sewer District has advised the Village of Oakwood that the request for financial assistance for the Alexander Road Septic Conversion Project under the Member Community Infrastructure Grant Program has been approved; and

**WHEREAS**, the Village Engineer has recommended that the Village enter into the Member Community Infrastructure Grant Program (MCIP) Agreement for the Alexander Road Septic Conversion Project, which Agreement is on file with the Law Department and incorporated as if fully rewritten herein.

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

**Section 1.** The Mayor is hereby authorized to enter into the Member Community Infrastructure Grant Program (MCIP) Agreement for the Alexander Road Septic Conversion Project, which Agreement is on file with the Law Department and incorporated as if fully rewritten herein.

**SECTION 2.** The Village Engineer be and is hereby authorized and directed to prepare plans and specifications for the Alexander Road Septic Conversion Project.

**SECTION 3.** Upon receipt of the bids, the Mayor shall provide all members of Council with a bid tabulation summary for each bidder prior to the Board of Control awarding any contract for the matters described in Section 1 hereof.

**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 Resolution. The Director of Finance be and is hereby authorized and directed to issue vouchers in the amounts and for the purposes as expressed above upon the award of contracts pursuant to Board of Control approval, said amounts to be charged to the Sewer Fund.

**SECTION 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that it is required to ensure the construction of the facility during the 2025 construction season, 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-30 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-30 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: \_\_\_\_\_

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT  
BY AND BETWEEN  
NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
VILLAGE OF OAKWOOD  
FOR  
ALEXANDER ROAD SEPTIC CONVERSION PROJECT**

**DESIGN AND CONSTRUCTION**

THIS AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2024 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 124-24, adopted by the District's Board of Trustees on May 2, 2024 (Exhibit "A"), and the Village of Oakwood ("Member Community"), a political subdivision of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, passed on \_\_\_\_\_, 202\_\_\_\_ (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

**RECITALS:**

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities and other qualified political subdivisions for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for Alexander Road Septic Conversion Project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1. The MCIP Project**

- 1.1. The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of the design and construction of the Alexander Road Septic Conversion Project by eliminating eleven (11) home sewage treatment systems and constructing approximately 1,000 feet of sanitary sewers, as set forth in Exhibit "D."
- 1.2. Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3. Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.4. Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5. Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP funding if they are part of the proposal and approved by the District.
- 1.6. MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project

to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

- 1.7. Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

## **Article 2. Design and Construction of the MCIP Project**

- 2.1. District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District Representative, Brian Paige, in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2. MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3. Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative a copy of the awarded bid.
- 2.4. Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5. Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.



- 2.6. Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7. As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8. Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.9. District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10. Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

### **Article 3. Ownership, Operation, and Maintenance**

- 3.1. Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2. Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post- construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.
- 3.3. Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall

performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

#### **Article 4. Project Costs and Funding**

- 4.1. District Funds. The District agrees to pay the Member Community an amount not to exceed Three Hundred Twenty-Eight Thousand Five Hundred Dollars (\$328,500.00) (the "District Funds") on a direct disbursement basis, in accordance with the terms of this Article and Article 6. The anticipated disbursement amount for calendar year 2024 is \$29,000.00, and for 2025 is \$299,500.00. Yearly anticipated disbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or \$16,425.00 of the District Funds until the District receives the documents listed below and/or the match obligation has been met as outlined in Section 4.2:
- a) final record drawings for the MCIP Project,
  - b) a letter referencing the post-construction operation and maintenance plan.
- 4.2. Member Community Funds.
- 4.2.1. The Member Community shall provide at least 25% non-District matching funds for the MCIP Project that may include cash and/or in-kind contributions ("Member Community Funds"). Funds acquired by the Member Community from previous District awards cannot be counted as a match. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds. Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations.
- 4.2.2. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.2.3. Each invoice submitted for disbursement to the District in accordance with Section 4.3 below shall include the percentage of the Member Community Funds committed by the Member Community as matching funds for the MCIP Project.

4.3. Use of District Funds - Direct Disbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after May 2, 2024 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall disburse funds directly to the Member Community the eligible MCIP Project expenses based upon invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F." All disbursement requests must include the Payment Request Accuracy Verification and Progress Report (the "PRAV"), attached to this agreement as Exhibit "G."

4.3.1. Application for Payment of Funds. The Member Community must submit consultant invoices to the District monthly or such other timing as mutually agreed by the Member Community and the District, prior to payment for any costs incurred by the Member Community related to design, construction, property acquisition, along with the consultant's detailed invoicing detailing the eligible MCIP Project expenses. Any such consultant invoice submitted by the Member Community to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current PRAV document. The PRAV may be updated or otherwise amended by the District from time to time. The PRAV shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.

4.3.2. The Member Community understands, and agrees, that the PRAV document may only be signed by a duly authorized representative of the Member Community and that signature of the PRAV by such representative shall be an affirmative representation of the Member Community that the Member Community has verified the accuracy of the consultant and contractor invoice, that the consultant's and contractor's services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the Member Community, that the consultant and the contractor invoice is not in dispute by either the Member Community or its consultant/contractor, that the Member Community's representative recommends payment, and that the Member Community shall pay the consultant and the contractor as

expeditiously as possible and consistent with Member Community's policies following receipt of approved funds from the District and within the time period prescribed in Member Community's contract with the consultant and the contractor to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by designation, authorize an appropriate Member Community staff member to execute the PRAV on behalf of the Member Community.

- 4.3.3. The PRAV form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant and contractor invoice is accompanied by a complete and duly executed PRAV and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to Member Community within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.
- 4.3.4. All invoicing shall be in accordance with an agreed-upon format between the District and the Member Community that is sufficient to allow the District to review, inspect and approve the services provided for the Project. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. The Member Community shall submit proof of payment to its consultant and contractors within forty-five (45) days of the District's payment to the Member Community. Should the Member Community fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the Member Community until such time that the Member Community provides proof of payment of MCIP funds to the consultant and the contractor, and any failure of the Member Community to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.

- 4.3.5. All requests for payment of District Funds for project management, design services, and construction shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for such services.
- 4.3.6. The Member Community shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be submitted upon request together with any other compliance information which may be reasonably required.
- 4.3.7. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved by the District.
- 4.3.8. The Member Community will provide a copy of the professional services agreement and the bid award with the first direct disbursement request.
- 4.3.9. Quarterly progress reports shall be submitted to the District in accordance with the following:
- First Request: Due July 31, 2024 for work completed May 2, 2024 - June 30, 2024;
  - Second Request: Due October 31, 2024 for work completed July 1, 2024 - September 30, 2024;
  - Third Request: Due January 31, 2025 for work completed October 1, 2024 – December 31, 2024;
  - Fourth Request: Due April 30, 2025 for work completed January 1, 2025 – March 31, 2025;
  - Fifth Request: Due July 31, 2025 for work completed April 1, 2025- June 30, 2025;
  - Sixth Request: Due October 31, 2025 for work completed July 1, 2025 – September 30, 2025; and
  - Seventh Request: Due January 31, 2026 for work completed October 1, 2025 – December 31, 2025.

- Eighth Request: Due April 30, 2026 for work completed January 1, 2026 - March 31, 2026;

4.3.9.1. Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

4.3.10. The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the PRAV and progress report form provided as Exhibit 'G' and available at: <http://www.neorsd.org/mcip.php>.

4.4. Third-Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.

4.5. Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.

4.6. District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

4.7. Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

## **Article 5. Public Participation and Outreach**

5.1. Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.

5.2. District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

**Article 6. Project Schedule and Warranty Period.**

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2. MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

**Article 7. Term.**

- 7.1. Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

**Article 8. Insurance.**

- 8.1. Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

**Article 9. Dispute Resolution.**

- 9.1. Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.
- 9.2. Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

| District Representatives       | Member Community Representatives |
|--------------------------------|----------------------------------|
| Director of Watershed Programs | City Engineer                    |

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

| <b>District Representatives</b>                | <b>Member Community Representatives</b> |
|--|---|
| District Chief Legal Officer or CLO's designee | Law Director                            |

9.3. Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4. Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

**Article 10. Remedies.**

10.1. Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

**Article 11. Notifications.**



11.1. Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

| <b>District Representatives</b> | <b>Member Community Representatives</b> |
|---------------------------------|---|
| Grant Programs Administrator    | City Engineer                           |

**Article 12. Release of Liability.**

12.1. Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

**Article 13. Miscellaneous.**

13.1. Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.

13.2. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

- 13.3. Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6. Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 13.7. Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8. Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11. Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

**Article 14. Exhibits.**

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- Exhibit "A"      District Resolution
- Exhibit "B"      Member Community's Authorizing Ordinance
- Exhibit "C"      Request for MCIP Proposals
- Exhibit "D"      Member Community's MCIP Application
- Exhibit "E"      Member Community's Certification of Funds
- Exhibit "F"      MCIP Policy, Process, and Procedure
- Exhibit "G"      Payment Request Accuracy Verification and Progress Report ("PRAV")

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**VILLAGE OF OAKWOOD**

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

The legal form and correctness of this instrument is approved.

By: \_\_\_\_\_  
Assistant/Director of Law  
VILLAGE OF OAKWOOD

Date: \_\_\_\_\_, 2024

This Instrument Prepared By:

\_\_\_\_\_  
Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

**[FOR DISTRICT USE ONLY]**

AGREEMENT NO.

NORTHEAST OHIO REGIONAL  
SEWER DISTRICT  
WITH  
VILLAGE OF OAKWOOD  
FOR  
2024 MEMBER COMMUNITY  
INFRASTRUCTURE PROGRAM  
PROJECT:  
ALEXANDER ROAD SEPTIC  
CONVERSION PROJECT

---

Total Approximate Cost: \$328,500.00

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The legal form and correctness of  
the within instrument are hereby  
approved.

---

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

Date

**CERTIFICATION**

It is hereby certified that the amount  
required to meet the contract,  
agreement, obligation, payment or  
expenditure, for the above, has been  
lawfully appropriated or authorized or  
directed for such purpose and is in  
the Treasury or in process of  
collection to the credit of the fund  
free from any obligation or  
certification now outstanding.

---

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

---

Date

ORDINANCE NO. 2024-WS-31

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE PROVIDING THAT THE CLERK OF COUNCIL  
SHALL REPORT TO AND WORK UNDER THE SUPERVISION OF  
THE WARD 2 COUNCILPERSON UNTIL OTHERWISE DETERMINED  
BY COUNCIL**

**WHEREAS**, Council has determined that streamlining of the lines of communication with the Clerk of Council are needed; and,

**WHEREAS**, Council has determined that it is important that the Clerk be given clear direction in the performance of her duties; and,

**WHEREAS**, The Ward 2 Councilperson, Eloise Hardin, is an experienced member of Council and willing to undertake the supervision and direction of the Clerk in her day-to-day duties;

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

**SECTION 1.** The Clerk of Council be and hereby is placed under the supervision and direction of and shall report to the Ward 2 Councilperson, Eloise Hardin, until otherwise determined by Council.

**SECTION 2.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that it is incumbent that lines of authority be clearly established in order that the continuation of uninterrupted services can be provided by the Clerk, 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-31 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-31 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: \_\_\_\_\_

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 15<sup>th</sup>, 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: \_\_\_\_\_

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

\_\_\_\_\_  
Erica L. Nikolic, President 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: \_\_\_\_\_