

VILLAGE OF OAKWOOD  
WORK SESSION  
July 9<sup>th</sup>, 2024  
6:00 p.m.  
AGENDA



**RECESS BEGINS AFTER THIS MEETING, MEETINGS WILL RESUME STARTING AUGUST 27<sup>TH</sup>, 2024**

---

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

*Legislation: Fiscal Officers Certificate Present*

- 2024-WS-02(Amended) AN ORDINANCE GRANTING A FIVE PERCENT (5%) PAY RAISE TO RETROACTIVE TO JANUARY 1, 2024, TO ALL NON-ELECTED EMPLOYEES OF THE VILLAGE OTHER THAN MEMBERS OF THE POLICE DEPARTMENT COLLECTIVE BARGAINING UNIT AND DECLARING AN EMERGENCY
- 2024-WS-04(Amended) AN EMERGENCY ORDINANCE ADOPTING AN AMENDMENT TO THE EMPLOYEE HANDBOOK FOR PERSONNEL OF THE VILLAGE OF OAKWOOD OTHER THAN FIRE AND NON-AUXILIARY POLICE
- 2024-WS-05(Substituted) AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRCT WITH CREtelligent AND DECLARING AN EMERGENCY
- 2024-WS-12 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH SAFE BUILT OHIO, LLC, AND DECLARING AN EMERGENCY
- 2024-WS-18 A RESOLUTION FOR THE VILLAGE OF OAKWOOD POLICE AND FIRE DEPARTMENT SUBSTANTIALLY DEDICATED TO RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY
- 2024-WS-22 AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDING UNDER THE NATUREWORKS PROGRAM FOR THE GLORIA WAINWRIGHT PARK PLAYGROUND IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.
- 2024-WS-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-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

**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.**

- 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  
July 9<sup>th</sup>, 2024  
7:00 p.m.  
AGENDA**

**RECESS BEGINS AFTER THIS MEETING, MEETINGS WILL RESUME STARTING AUGUST 27<sup>TH</sup>, 2024**

---

- 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

---

- 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**

2024-39

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF LARRY NEWELL**

Introduced 7-9-24

By Mayor and

Council as a whole

1<sup>st</sup> read 7-9-24

**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 ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

Erica Nikolic, President of Council

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

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

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

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

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

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

**POSTING CERTIFICATE**

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

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

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

ORDINANCE NO. 2024-WS-04

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and is necessary to provide for the continued good order of Village operations, therefore, provided it receives two-thirds (2/3) of the vote of all members of the Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

Erica Nikolic, President of Council

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

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-WS-04 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-WS-04 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted for a period of fifteen (15) days thereafter as provided by the Village Charter and ordinances.

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

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



## ADDENDUM 1

### Time Clock

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

SUBSTITUTE ORDINANCE NO. 2024-WS-05

INTRODUCED BY MAYOR AND COUNCILPERSON NIKOLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**POSTING CERTIFICATE**

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

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

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

## EXHIBIT A



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

January 8, 2024

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

Via email: [hren@cvelimited.com](mailto:hren@cvelimited.com)

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

Dear Ed:

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

### INTRODUCTION

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

### SCOPE OF WORK

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

#### INTERVIEWS

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

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

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

### **DESKTOP RESEARCH**

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

### **SAMPLING**

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

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

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

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

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

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

**PROJECT MANAGEMENT AND REPORTING**

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

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

**ESTIMATED COST 1**

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

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

This budget includes the following assumptions:

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

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

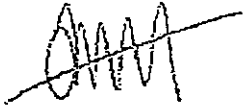
#### SCHEDULE

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.

\_\_\_\_\_ Date

(Client or Authorized Client Representative)

\_\_\_\_\_ Title

Printed Name

**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 "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:

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

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

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

SAFEbuilt Ohio, LLC

Village of Oakwood, Ohio

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

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

Name: Matthew K. Causley

Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

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

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

## 2021 EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

### 1. LIST OF SERVICES

#### Building, Electrical, Plumbing, and Mechanical Inspection Services

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

#### Reporting Services

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

### 2. MUNICIPAL OBLIGATIONS

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

### 3. TIME OF PERFORMANCE

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

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

### 4. FEE SCHEDULE

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

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

RESOLUTION NO. 2024-WS-18

INTRODUCED BY THE MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Gary v. Gottschalk, Mayor

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

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

**POSTING CERTIFICATE**

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Resolution No. 2024-WS-18 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Approved as to legal form:

\_\_\_\_\_  
James Climer, Law Director

ATTEST:

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

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

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

ORDINANCE NO. 2024-WS-24

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

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

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

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

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

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

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

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that a new fire apparatus is needed to provide for the safety of the citizens of Oakwood, and, due to supply chain issues and inflation, it is necessary for the Village to place an order with Atlantic at the earliest possible time to expedite delivery of the apparatus and avoid price increases to the extent possible, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

Erica Nikolic, President of Council

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

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-WS-24 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-WS-24 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter

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

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

# ATLANTIC

## EMERGENCY SOLUTIONS

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

- 1. Purchase and Payment.** Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as Exhibit A (the "Specifications") and incorporated herein for the total purchase price of \$1,139,828.00 USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control. The Purchase Price does not include any applicable state, local, and/or transit rates of sales and use tax. Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus.
- 2. Changes to Specifications.** If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.
- 3. Persistent Inflationary Environment.** If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the Customer's approval before proceeding and provide an option to cancel the order.
- 4. Cancellation or Default by Customer.** In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

CUSTOMER: Oakwood Village Fire Department

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

EXHIBIT A

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

Date: 5/13/2024

Customer Name: Oakwood Village Fire Department

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

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

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

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

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

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

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

**EXHIBIT B**

**WARRANTY**

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



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: \_\_\_\_\_

<u>12.22.23</u>	1st Reading
<u>1.9.24</u>	2nd Reading
<u>1.23.24</u>	3rd Reading (tabled)
_____	Under Suspicion
_____	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: \_\_\_\_\_

**RESOLUTION NO. 2024-39**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF  
LARRY NEWELL**

**WHEREAS**, Larry Newell, a longtime resident of Oakwood Village, passed away Wednesday, June 26<sup>th</sup>, 2024, at the age of 73; and

**WHEREAS**, Larry Newell was born on December 10<sup>th</sup>, 1950, in Cleveland, Ohio to the union of the late Willie F. Newell (Oct. 1974) and Dessie Giles. He was the third oldest of eight children. He grew up on Parkwood and 110th however, hung out on 105; and

**WHEREAS**, Larry, through the guidance of his parents knew Christ at an early age. He attended Bethany Baptist Church where he was baptized. As an adult he became a member of The Rock AME Zion church; and

**WHEREAS**, Larry met Sylvia the love of his life in 1967 where they dated until they married in 1971 (53 years); and

**WHEREAS**, Larry attended John Hay High School and entered the United States Army in January 1969 where he served as the Field Radio Repairman. He was stationed in Korea where he met many new friends and was honorably discharged in January 1975; and

**WHEREAS**, After returning from the Army Larry began working at Ford Motor Company. Where he worked for 36 years before he retired in June 2007; and

**WHEREAS**, Larry enjoyed riding Yamaha motorcycles and had a passion for cars (GTO's). He loved dogs and would research all blood lines such as Pit bulls, Chinese Shar-Pei's, Bulldogs, and Rottweilers. His passion led him to training and breeding dogs. He shared his passion of breeding dogs with his family and friends. For many years, Larry enjoyed camping with his family. They would take family trips yearly. He was also fond of fishing and hunting; and

**WHEREAS**, Larry was a devoted husband and father. He cherished his children and grandchildren, and his biggest joy was seeing them happy. Larry loved bringing family and friends together and often spent time catching up with old friends; and

**WHEREAS**, Larry departed this life and will be remembered as a kind hearted and lovable person. Because his family and friends knew him as they did, Larry's sudden departure has caused their hearts to be especially heavy. Yet they acknowledge the divine will of God in all events in life and in death; and

**WHEREAS**, Larry leaves to cherish his memory his mother Dessie Giles, Sylvia (wife), Robert Newell, Gennerah Woods (Aretha), Tiajuana Carey (Rasool), and Christopher Newell

(Salena). Grandchildren: KJ, Malik, Cia, Chandler, CJ, Knea, Ebonie, Rashida, Robert Jr., Tan, Tierra, Reileigh, Lil G, Samia, Cierra, Ashley, and 19 great grandkids. Siblings: Willie Jr (Bettie), Emma, Josephine, Stan (Arnita), Mary, Rick, and Joyce. In-laws: Leola, Pamela, Sharon (Jim), Faye, Freddie and a host of nieces, nephews, cousins, and friends.

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

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

**SECTION 2.** The Clerk is hereby authorized to present a copy of this resolution to the family of Larry Newell.

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

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

\_\_\_\_\_  
Johnnie A. Warren, President of Council

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

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

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

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

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-39 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

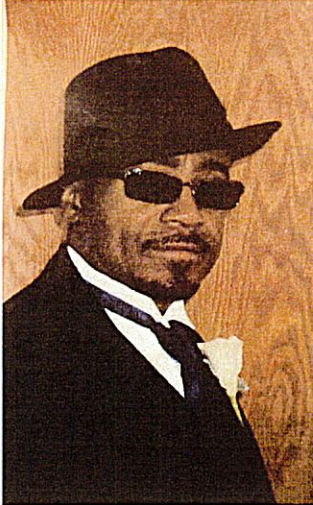
\_\_\_\_\_  
Tanya A. Joseph, Clerk of Council

**POSTING CERTIFICATE**

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-39 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter

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

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF  
LARRY NEWELL**



**WHEREAS**, Larry Newell, a longtime resident of Oakwood Village, passed away Wednesday, June 26<sup>th</sup>, 2024, at the age of 73; and

**WHEREAS**, Larry Newell was born on December 10<sup>th</sup>, 1950, in Cleveland, Ohio to the union of the late Willie F. Newell (Oct. 1974) and Dessie Giles. He was the third oldest of eight children. He grew up on Parkwood and 110th however, hung out on 105; and

**WHEREAS**, Larry, through the guidance of his parents knew Christ at an early age. He attended Bethany Baptist Church where he was baptized. As an adult he became a member of The Rock AME Zion church; and

**WHEREAS**, Larry met Sylvia the love of his life in 1967 where they dated until they married in 1971 (53 years); and

**WHEREAS**, Larry attended John Hay High School and entered the United States Army in January 1969 where he served as the Field Radio Repairman. He was stationed in Korea where he met many new friends and was honorably discharged in January 1975; and

**WHEREAS**, After returning from the Army Larry began working at Ford Motor Company. Where he worked for 36 years before he retired in June 2007; and

**WHEREAS**, Larry enjoyed riding Yamaha motorcycles and had a passion for cars (GTO's). He loved dogs and would research all blood lines such as Pit bulls, Chinese Shar-Pei's, Bulldogs, and Rottweilers. His passion led him to training and breeding dogs. He shared his passion of breeding dogs with his family and friends. For many years, Larry enjoyed camping with his family. They would take family trips yearly. He was also fond of fishing and hunting; and

**WHEREAS**, Larry was a devoted husband and father. He cherished his children and grandchildren, and his biggest joy was seeing them happy. Larry loved bringing family and friends together and often spent time catching up with old friends; and

**WHEREAS**, Larry departed this life and will be remembered as a kind hearted and lovable person. Because his family and friends knew him as they did, Larry's sudden departure has caused their hearts to be especially heavy. Yet they acknowledge the divine will of God in all events in life and in death; and

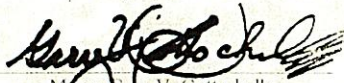
**WHEREAS**, Larry leaves to cherish his memory his mother Dessie Giles, Sylvia (wife), Robert Newell, Gennerah Woods (Aretha), Tiajuana Carey (Rasool), and Christopher Newell (Salena). Grandchildren: KJ, Malik, Cia, Chandler, CJ, Knea, Ebonie, Rashida, Robert Jr., Tan, Tierra, Reileigh, Lil G, Samia, Cierra, Ashley, and 19 great grandkids. Siblings: Willie Jr (Bettie), Emma, Josephine, Stan (Arnita), Mary, Rick, and Joyce. In-laws: Leola, Pamela, Sharon (Jim), Faye, Freddie and a host of nieces, nephews, cousins, and friends.

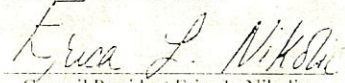
**NOW THEREFORE LET IT BE RESOLVED THAT** by the Village of Oakwood, County of Cuyahoga, and State of Ohio, that:

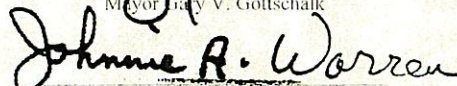
**SECTION 1.** The Village Council and Mayor wish to express their most sincere condolences to the family of Larry Newell and hope the fond memories of such a fine, caring person comfort them in their loss.

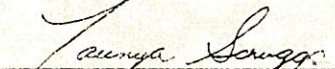
**SECTION 2.** The Clerk is hereby authorized to present a copy of this resolution to the family of Larry Newell.

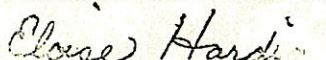
**SECTION 3.** This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

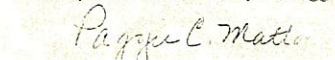
  
Mayor Gary V. Gottschalk

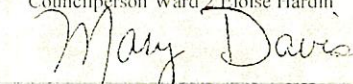
  
Council President Erica L. Nikolic

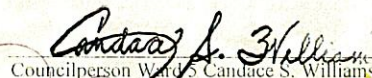
  
President Pro-Tem Johnnie A. Warren

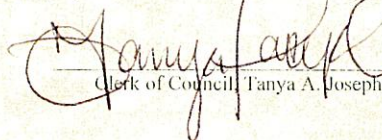
  
Councilperson Ward 1 Taunya Scruggs

  
Councilperson Ward 2 Eloise Hardin

  
Councilperson Ward 3 Paggie Matlock

  
Councilperson Ward 4 Mary Davis

  
Councilperson Ward 5 Candace S. Williams

  
Clerk of Council Tanya A. Joseph

