



**City of Willowick**  
**CITY COUNCIL REGULAR MEETING**

Tuesday, March 19, 2024 at 7:30 PM  
City Council Chambers

**ADA NOTICE**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 440-585-3700 at least three working days before the meeting.

**AGENDA**

**CALL MEETING TO ORDER**

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**APPROVAL OF MINUTES**

1. Motion to Approve the Minutes from the February 20, 2024, Regular Council Meeting  
**Tabled 3/5/2024**

2. Motion to Approve the Minutes of the March 2, 2024, Regular Council Meeting

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

3. A Proclamation Recognizing Larry Koudela

**ADMINISTRATIVE APPEALS**

**REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR**

**COUNCIL DISCUSSION OF THE MAYOR'S REPORT**

**GENERAL COMMUNICATIONS & REPORTS – Directors & Officials**

**Service Director** – Todd Shannon

**Recreation Director** – Julie Kless

**City Engineer** – Tim McLaughlin

**Finance Director** – Cheryl Benedict

**Law Director** – Stephanie Landgraf

**Police Chief** – Rob Daubenmire

**Fire Chief** – Bill Malovrh

**Chief Housing/Zoning Inspector** – Sean Brennan

**WARD MATTERS****PUBLIC PARTICIPATION**

- a) Public statement (1 minute maximum)*
- b) Council response to the public*
- c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

**REPORTS OF STANDING COMMITTEES**

**Finance** – Bisbee, Mohorcic, Antosh

**Safety** – Phares, Malta, McFarland

**Service, Utilities & Public Lands** – Malta, Phares, McFarland

**Streets, Sidewalks & Sewers** – Malta, Bisbee, Mohorcic

**Tax Compliance** – Koudela, Antosh, McFarland

**Moral Claims** – Antosh, Phares, Koudela

**Budget** – Mohorcic, Koudela, Bisbee

**LIAISON REPORTS**

**Planning** – Phares/Alternate Antosh

**Board of Zoning Appeals** – McFarland/Alternate Koudela

**Volunteer Fire Fighters' Dependents Fund Board** – Antosh, Phares

**Recreation Board** – Bisbee/Alternate Phares

**Plan Review Board** – Antosh

**Hearts & Hammers** – Malta

**FUND TRANSFERS & BID AUTHORIZATIONS****CONTRACT APPROVALS**

- 4. Motion Authorizing the Mayor to Enter into a Contract with Ohio Mobile Gaming in the Amount of \$624.36 to Rent Equipment for the Eclipse Program on April 8, 2024
- 5. Motion to Authorize the Mayor to Execute a One (1) Year Contract with Comfort Control System for Preventative Maintenance in the Amount of \$6,980.00

**INTRODUCTION & CONSIDERATION OF LEGISLATION**6. Resolution No. 2024-12

A Resolution of the Council of the City of Willowick Naming the City Swimming Pool at 30100 Arnold Drive, the Martin E. Guzauskas Pool at Manry Park

7. Resolution No. 2024-13

A Resolution to Approve Authorizations (Then and Now Certificate) to Aladtec, LLC in the Amount of \$5,099.00 for the City of Willowick and Declaring an Emergency

8. Resolution No. 2024-14

A Resolution Terminating the Community Reinvestment Area Agreement and Tax Abatement for Lucid Investments, Inc., DBA Cleveland Pizza, Co., and 31222 Vine, LLC., and Declaring an Emergency

9. Resolution No. 2024-15

A Resolution Authorizing the Mayor to Prepare and Submit an Application to Participate in the Safe Streets and Roads for All (SS4A) Grant Program through the United States Department of Transportation, to Execute any Necessary Contracts or Documents Associated Therewith, and Declaring an Emergency

10. Resolution No. 2024-16

A Resolution Authorizing the Mayor to Prepare and Submit a Funding Request to Participate in the Community Project Funding Grant Program through the United States House of Representatives' Appropriations Committee, to Execute any Necessary Contracts or Documents Associated Therewith, and Declaring an Emergency

11. Ordinance No. 2024-13 (As Amended)

An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Willowick, State of Ohio, During the Calendar Year Ending December 31, 2024

**1st Reading 2/20/2024; 2nd Reading 3/2/2024; 3rd Reading 3/19/2024**

12. Amended Ordinance No. 2024-14

An Ordinance Amending Chapter 921 of the Codified Ordinances of the City of Willowick, Ohio, titled "Streets, Utilities and Public Services Code;" Specifically, Section 921.08 titled "Sanitary Sewer Rental Rates." to Provide a Use Charge Rate Based upon \$9.8397 Per 100 Cubic Feet of Water, Establish a Minimum Quarterly Billing for Such Use Charge Rate of \$78.72 per 800 Cubic Feet of Water of Part Thereof

**1st Reading 2/20/2024; 2nd Reading 3/2/2024; 3rd Reading 3/19/2024**

13. Ordinance No. 2024-15

An Ordinance Amending Chapter 139 of the Codified Ordinances of the City of Willowick, Ohio, titled "Division of Police;" Specifically, Section 139.02 titled "Residency Requirement; Bond"

**1st Reading 3/2/2024; 2nd Reading 3/19/2024**

14. Ordinance No. 2024-16

An Ordinance Amending Chapter 141 of the Codified Ordinances of the City of Willowick, Ohio, titled "Division of Fire;" Specifically Section 141.01 titled "Composition; Rank."

15. Ordinance No. 2024-17

An Ordinance Establishing the Compensation of the Director of Law of the City, Repealing Certain Ordinances, and Declaring an Emergency

16. Ordinance No. 2024-18

An Ordinance Enacting Codified Ordinance 142.02 titled "Chief of the Division of Fire"

**MISCELLANEOUS**

17. Motion to Implement Weekend Premium Pay in the Fire Department Commencing the Weekend of Memorial Day 2024 through Labor Day 2024, from Friday, 1800 Hours to Monday, 0600 Hours, at an Additional Rate of \$8.00 Per Hour, Excluding Holidays.
18. Motion to Declare Zetron Dispatch Equipment with City Tag No. 01965 as Surplus, Obsolete, Unneeded and Unfit for Public Use and Authorizing its Disposal
19. Motion to Declare Data Master Equipment with City Tag No. 01098 as Surplus, Obsolete, Unneeded and Unfit for Public Use and Authorizing its Disposal
20. Motion to Declare a Typewriter with City Tag No. 00133 as Surplus, Obsolete, Unneeded and Unfit for Public Use and Authorizing its Disposal
21. Motion to Declare an OKI Printer with Serial No. AK3B024069A0 as Surplus, Obsolete, Unneeded and Unfit for Public Use and Authorizing its Disposal
22. Motion to Authorize the Expenditure of Funds to American Legal Publishing Not to Exceed \$11,550.00 for 2023 Updates to the City of Willowick Codified Ordinances

**PUBLIC PARTICIPATION****ADJOURNMENT**



OHIO MOBILE GAMING RENTAL CONTRACT  
4855 E. 345th Street, Willoughby, Ohio 44094 PH: 440.822.3960



Order #  
24308727

Mon, Apr 8, 2024 12:00pm - 4:00pm DELIVERY

Order #  
24308727

**Location: Dudley Park**  
**Michael Vanni City of Willowick Rec**  
**Department**  
**(440) 516-3011 /**  
**31500 Willowick Dr**  
**Willowick, OH 44095**  
**Set up : Grass (stakes allowed)**

\* **Delivery crew arrival** generally occurs 30 minutes-2 hrs before event time and **Removal crew** within 2 hrs after the event end time. **Customer Pick up orders are from 8:30 - 10:30 am & Returns 6-8 pm.**  
**Deposit Due For Reservation \$208.10**  
**Paid: \$0.00**  
**Balance Due: \$624.36**

OMG Delivery with set up complete by 12 pm and with removal after 4 pm. The delivery crew will arrive up to 2 hrs prior to your contracted event start time for setup and up to 2 hrs following your ending time for removal unless specifically stated otherwise. The customer will provide adult supervision for each inflatable as well as power. OMG will provide extension cords but set up must occur within 75' of the power outlet.

Item	Space Req'd	Power Req'd	Qty	Total
Bouncer 15'x15' (20' x 20' req'd, 190 lbs)	20'x20'x13'6"H	1	1	\$169.00
30' Obstacle Course (15'x40'x14'H req'd)	40'x15'x12'H	1	1	\$329.00
Insurance Certificate		0	1	\$35.00
<b>Rentals Subtotal</b>				<b>\$533.00</b>
<b>2 Item Multi</b>				<b>\$ -42.64</b>
<b>Delivery, Set-up, Removal (2 items)</b>				<b>\$ 134.00</b>
<b>Sales Tax</b>	Exempt 0%			<b>\$0.00</b>
<b>Total</b>				<b>\$624.36</b>

**1. IDENTITY OF PARTIES:** For the purposes of this Rental Agreement, "Ohio Mobile Gaming Corp." ("OMG") shall be synonymous with Lessor, owners, contractors, subcontractors and agents. "Customer" or "Renter" or "Lessee" shall be synonymous.

**2. SAFETY/OPERATING INSTRUCTIONS:** The Lessee understands that the rental equipment must be monitored by a trained adult at all times and agrees to read and abide by all safety instructions. The Lessee shall not allow any unqualified or untrained person to use or operate the equipment. Lessee understands that there is a risk of injury, damage, or death arising out of the use of said equipment. It is Lessee's responsibility to assure that every person using the equipment follows the instructions posted on the inflatable as well as further defined within the training instruction video <https://www.ohiomobilegaming.com/instructions/> which should be watched prior to signing this agreement. The Lessee also acknowledges that they have reviewed and agree to all items in the checklists found here: <https://www.ohiomobilegaming.com/checklists/>.

**3. WEATHER AND CANCELLATION PROVISIONS:** OMG cannot guarantee weather conditions. No refunds will be made for partial or no use due to bad weather or any other condition. A rain check for Renter's deposit shall be given to Renter for weather-related cancellations on inflatable orders, provided there is a 40% chance of rain or expected winds in excess of 15 MPH. All weather-related cancellations must occur 24 hrs prior to the agreed start time. All Mobile Gaming, photo booth, Entertainer or other cancellations shall be with (7) days' notice and shall forfeit deposit.

**4. GENERAL RELEASE/INDEMNITY/HOLD HARMLESS:** Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss. Lessee hereby releases and holds harmless Lessor from any claims related to the spread of infection as it relates to coronavirus disease 2019 (COVID-19). Lessee agrees to follow guidelines set forth by the CDC, state, and/or local jurisdictions regarding Covid and other pandemic regulations. OMG is not responsible for the enforcement of these considerations or guidelines prior to or during any rental period or event.

**5. DISCLAIMER OF CONSEQUENTIAL DAMAGES:** By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage, or loss due to Lessor's negligence.

**6. DISCLAIMER OF WARRANTIES:** Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or the property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or performance of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

**7. FULFILLMENT:** Should OMG or its subcontractors be unable to fulfill any of their rental obligations, Lessee agrees that OMG's total financial damages including punitive damages, economic damages, and treble damages shall not exceed the total amount of the rental as stated on the contract.

**8. LAWS AND ORDINANCES:** The renter agrees to comply with laws, ordinances, and/or regulations that apply to the use of the rental equipment during the rental period. LESSEE AGREES TO ACQUIRE ALL PERMITS & PAY FINES & FEES ARISING FROM LESSEE'S RENTAL, USE, AND OPERATION OF RENTAL PRODUCTS. To the extent permitted by Ohio Law

**9. LEGAL FEES:** In the event that an attorney is retained to enforce any provision of the Agreement, OMG shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

**10. CUSTOMER RETURN OF RENTALS:** Customer authorizes a fee of \$100 immediately charged to the credit card on file for items not returned by the contract's specified return time. This shall be in addition to any overnight or other rental fees and costs.

**11. PAYMENTS:** Full payment is due on the event date. Should checks be returned for insufficiency, the customer shall pay a \$35

charge. Should payment not be made in full, the Customer authorizes OMG to charge the credit card on file the full balance on or after the date of the event. A 1.5% fee per month shall be added to all delinquent accounts.

**12. DAMAGE WAIVER:** All events without OMG staffing include a 3% damage waiver for incidental (unintentional) damage to the equipment. This specifically excludes theft, malicious, purposeful and/or negligent behavior or acts on the part of Lessee, his invitees and guests.

**13. ENTIRE AGREEMENT:** This Agreement along with the checklist constitutes the full agreement between Ohio Mobile Gaming Corp. and Lessee. Any prior agreements, not expressly set forth herein shall be of no force or effect. If any of the terms or conditions of this Agreement are found to be unenforceable, illegal, or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

Signature  
Michael Vanni

Credit Card or Check Number  
\_\_\_\_\_

Exp.                      CCV

\_\_\_\_\_

Billing Address  
\_\_\_\_\_

Date  
Received By: \_\_\_\_\_



10147-H Royalton Road  
 North Royalton, Ohio 44133  
 Phone: 440/877-2000 Fax: 440/877-2001

\*\*\*\*\*  
 EXECUTIVE SUMMARY  
 \*\*\*\*\*

Comfort Control Systems proposal for a **Service Preventive Maintenance Program** for the **City of Willowick** is presented below. A complete description of all services is included on the following pages. A report of the services performed will be provided to you after each visit.

**PROFESSIONAL PREVENTIVE MAINTENANCE PROGRAM**

This program is designed to maintain the efficiency, safety, reliability, and durability of your environmental control equipment.

This program provides investment protection, reduced operating costs, and peace of mind. As a contract client, you will receive preferred service rates, a **TWO HOUR GUARANTEED RESPONSE** on all emergency service calls and Comfort Control Systems **UNCONDITIONAL GUARANTEE**. Copies of these guarantees are included with this proposal.

The investment for a Comfort Control Systems Professional **Preventive Maintenance** Program With (2) visits annually (see on equipment page) is **\$6,980.00 per year**, to be paid **Quarterly** in advance, beginning on **March 1, 2024**

In brief, the scope of Comfort Control Systems services include:

X	CONDENSATE PAN TREATMENT		FACILITY AUTOMATION
X	AIR CONDITIONING EQUIPMENT		PRECISION AIR CONDITIONING EQUIPMENT
X	HEATING EQUIPMENT		ELECTRICAL EQUIPMENT
X	FILTRES & BELTS LABOR/MATEIAL		INDUSTRIAL CONTROL/RECORDERS
X	COIL CLEANING/LABOR /MATERIAL		COMPRESSED AIR SYSTEM
	WATER TREATMENT		REMOTE MONITORING





\*\*\*\*\*  
**PROFESSIONAL PREVENTIVE MAINTENANCE PROGRAM**  
\*\*\*\*\*

Comfort Control Systems Proactive Preventive Maintenance Program is designed to protect your capital investment, minimize downtime, and eliminate costs for emergency service for the term of the agreement. It is based on a preventive maintenance concept, which incorporates efficiency, safety, reliability, and durability (service life) as its objectives. Some typical procedures performed with this agreement are as follows:

- Complete inspection of unit as described within
- Annual belt change per manufacturer's specifications
- Test, and record operating parameters per manufacturers recommendations
- Verification of proper operating sequences
- Proactive preventive maintenance per manufacturers recommendations
- Comfort Control Systems UNCONDITIONAL GUARANTEE

The usual manner of maintaining equipment uses a failure response or inspection only approach. The failure response approach means repairing equipment after it has failed. The inspection approach means regular filter changes and visual inspections. Neither approach addresses the efficiency, reliability, and durability of your equipment.

The benefits of a professional proactive preventive maintenance program are particularly important for the mechanical systems in your facility. Comfort Control Systems understands the critical nature of these systems and the costs incurred if they should fail to operate. Our goal is to insure that these mechanical systems will never be the cause of facility "down time."

Mechanical systems are responsible for approximately 25% of your facility's utility consumption. It is therefore prudent to keep this equipment operating at peak efficiency. Comfort Control Systems professional proactive preventive maintenance programs are designed to do just that.

By performing these procedures it protects and optimizes your investment, lowers power consumption, and offers peace of mind. As a valued service agreement client, you will receive a TWO HOUR GUARANTEED RESPONSE on all emergency service calls.

An ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) Technical Committee conducted a nationwide survey to determine the expected service life of various equipment. With proper, qualified proactive preventive maintenance your equipment will exceed the average life expectancy for mechanical equipment in the ASHRAE survey. A Proactive Preventive Maintenance Program can also provide the following advantages:

INVESTMENT PROTECTION - your mechanical system represents a substantial capital investment. A Comfort Control Systems professional proactive preventive maintenance program can extend the service life of that investment.

LOWER POWER CONSUMPTION - Properly maintained equipment operates at peak efficiencies, which saves you money.



PREFERRED SERVICE – Comfort Control Systems agreement clients receive preferred service ahead of non-agreement customers and at a PREFERRED SERVICE RATE described in "Terms and Conditions."

DOCUMENTATION - A report of the services performed is provided to you every time your facility is visited.

PEACE OF MIND - Most problems can be caught in the early stages before complete system failure occurs. Expensive and disruptive emergency calls are thus reduced.

IMPROVED COST CONTROL - Maintenance costs are known and can be budgeted.



\*\*\*\*\*  
 \*  
**DESCRIPTION OF EQUIPMENT**  
 \*\*\*\*\*

\*  
 Comfort Control Systems proposes to perform professional proactive preventive maintenance for **City of Willowick** on the equipment listed below. The specific items to be checked are listed on the page below:

**EQUIPMENT LIST**

Qty	Building	Location	Component	Model
1	MUNICIPAL CENTER	SOUTH SIDE OF GROUND	POLICE DISPATCH	130722DA4F
1	MUNICIPAL CENTER	DISPATCH CEILING	POLICE DISPATCH	12A00545T
1	MUNICIPAL CENTER	ROOF	ROOFTOP COOLING UNIT	C11C01603
1	MANRY RECREATION	ROOF	GYM MUA UNIT	M6651-HV1
1	MANRY RECREATION	ROOF	RTU HVAC UNIT	P26104178D
1	MANRY RECREATION	ROOF	CONDENSING UNIT #1	2507G40054
1	MANRY RECREATION	ROOF	CONDENSER #2	2507G40053
1	FIRE DEPT	DAY RM CEILING	LUNCHROOM FURNACE	BHYPO14234
1	FIRE DEPT	LOCKER RM CEILING	DORM RM FURNACE	BHYP017861
1	FIRE DEPT	LAUNDRY RM CEILING	CLASSRM FURNACE	BHYPO16219
1	FIRE DEPT	FILE RM CEILING	OFFICE FURNACE	BCYP024101
1	FIRE DEPT	BAY	HEATER	
1	FIRE DEPT		AC UNIT	4A7C4048A4000AA
1	FIRE DEPT		AC UNIT	4TTA3036B4000AA
1	FIRE DEPT		AC UNIT	27AC3048A4000AA
1	FIRE DEPT		AC UNIT	H2CB048S46A
1	SERVICE DEPT	ROOF	HVAC UNIT#1	N29102592D
1	SERVICE DEPT	ROOF	HVAC UNIT #2	N262JH41H
1	SERVICE DEPT	ROOF	HVAC UNIT #3	N262PTW1H
1		Dudley Field House	Furnace	
1		Dudley Field House	AC UNIT	GSX130481BH
		Dudley Field House	AC UNIT	GSX130481BH
		POOL MANRY	POOL HEATER	MT14001N09C19NJX
	COMMUNITY BLDG	MAIN UNIT	ROOFTOP UNIT	YSJ240A3SAH024D



\*\*\*\*\*  
**PROACTIVE PROFESSIONAL MAINTENANCE PROGRAM**  
\*\*\*\*\*

Comfort Control Systems proposes to perform professional **Proactive Preventive Maintenance** service for the equipment at **City of Willowick**, as outlined below:

<b>EQUIPMENT</b>		<b>SERVICE DESCRIPTION</b>
ROOFTOP HVAC UNIT	Filter Section	REPLACE FILTERS AS NEEDED.
	Fresh Air Damper	CHECK FOR PROPER OPERATION. ADJUST AND CALIBRATE. LUBRICATED BEARINGS.
	Return Air Damper	CHECK FOR PROPER OPERATION. ADJUST AND CALIBRATE. LUBRICATE BEARINGS.
	Exhaust Air Damper	CHECK FOR PROPER OPERATION. ADJUST AND CALIBRATE. LUBRICATE BEARINGS.
	Return and Supply Fans	LUBRICATE BEARINGS. CHECK FOR BEARING WEAR. CLEAN DIRT ACCUMULATION. CHECK DRIVE COUPLINGS AND TIGHTEN. CHECK BELTS AND REPLACE AS NECESSARY. CHECK ALIGNMENT OF SHAFT.
	Return and Supply Fan Motors	CHECK FAN BLADE TIGHTNESS TO SHAFT. INSPECT STARTER COILS. INSPECT AND CLEAN CONTACTS. TIGHTEN ALL ELECTRICAL CONNECTIONS. CHECK OPERATING CURRENT AND VOLTAGE. CHECK FOR VIBRATION. LUBRICATE BEARINGS. CHECK MOTOR INSULATION RESISTANCE. CHECK MOTOR MOUNTS AND TIGHTEN.
	Electrical Disconnect	INSPECT AND CLEAN CONTACTS. CHECK FOR PROPER OPERATION.
	Condenser fan	CLEAN DIRT ACCUMULATION. LUBRICATE BEARINGS. CHECK FOR BEARING WEAR. CHECK DRIVE COUPLING AND BELTS. ADJUST TIGHTNESS OR CHANGE BELTS AS NECESSARY.
	Condenser Coil	CLEAN FIN SURFACES. COMB BENT FINS. CHECK FOR LEAKS.





Compressor	<p>CHECK FOR CORROSION.  INSPECT COMPRESSOR.  CHECK FOR VIBRATION.  CHECK OPERATION OF UNLOADERS.  TAKE OIL SAMPLE FOR ANALYSIS IF APPLICABLE.  CHANGE OIL AS NEEDED.  PERFORM ACID TEST.  CHECK CRANKCASE HEATER.  CHECK SUCTION, DISCHARGE AND SUPERHEAT AND RECORD.  CHECK AND ADJUST REFRIGERANT CONTROLS.  LEAK TEST SYSTEM – ELECTRONIC.  VERIFY COMPRESSOR AMP DRAW.  VERIFY PROPER OIL PRESSURE AND LEVEL.  VERIFY PROPER REFRIGERANT CHARGE.  VERIFY PROPER OPERATING TEMPERATURES AND PRESSURES.  ADJUST AS NEEDED.</p>
Cooling Coil	<p>INSPECT AND CLEAN SURFACES.  COMB BENT FINS.</p>
Burner Section	<p>CHECK FOR CORROSION AND LEAKS.  PERFORM DRAFT AND COMBUSTION TEST.  CLEAN AND INSPECT NOZZLES.  CLEAN AND INSPECT BLOWER.  LUBRICATE BLOWER MOTOR.  TEST SAFETY CONTROLS.</p>
Heating Section	<p>INSPECT AND CLEAN.  CHECK FOR CORROSION.</p>
General	<p>CHECK FOR LEAKS.  CHECK OUTSIDE AIR INTAKE    CHECK ECONOMIZER OPERATION &amp; MINIMUM POSITION.</p>

SCREENS.



**ADDITIONAL SERVICES INCLUDED**

- YEARLY CONDENSATE PAN BACTERIA TREATMENT
- AS NEEDED BUT AT LEAST ONE TIME PER YEAR  
CONDENSER COIL CLEANING
- FOLLOW UP REPORTS ON CONDITION AND  
RECOMMENDATIONS AFTER EACH VISIT
- PLEATED FILTER CHANGE 2X PER YEAR
- YEARLY BELT CHANGE
- 2 INSPECTIONS PER YEAR



\*\*\*\*\*  
**PROFESSIONAL PREVENTIVE MAINTENANCE AGREEMENT  
PRICING AND ACCEPTANCE**  
\*\*\*\*\*

CLIENT: **City of Willowick**  
**31230 Vine St.**  
**Willowick, OH 44095**  
**ATTN: Mr. Terry McCarthy**

**LOCATIONS:**  
Willowick Municipal Center    30435 Lakeshore Blvd.  
Community Center                314 East 314<sup>th</sup> Street  
Manry Recreation                 30001 Arnold Drive  
Dudley Pool                         31500 Willowick Drive  
Fire Department                  30435 Lakeshore Blvd  
Service Department                31230 Vine Street

Comfort Control Systems agrees to perform the proactive preventive maintenance, service and repairs on the equipment listed on page 5 in accordance with the "General Terms and Conditions."

**City of Willowick**, will be provided after each visit with a report of all services performed, findings and recommendations. Comfort Control Systems will provide all labor, tools, test equipment and materials where required to perform this professional proactive preventive maintenance program.

All preventive maintenance shall be done during regular working hours (7:00 AM - 5:00 PM Monday through Friday) unless otherwise specified. **City of Willowick**, to permit properly identified representatives of Comfort Control Systems access to the mechanical systems in your facility. Emergency service is available 24 hours per day.

The AGREEMENT PRICE is \$6,980.00 per year, to be paid **Quarterly** in advance, beginning on **March 1, 2024** and mailed to Comfort Control Systems 10147 H Royalton Rd. North Royalton, Ohio 44133 440/877-2000

This agreement is EFFECTIVE from the acceptance date for a period of one year.

Proposed by: *Jim Finucane* Date: **March 1, 2024**

**CLIENT APPROVAL**  
**Signature:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Acceptance Date:** \_\_\_\_\_



\*\*\*\*\*  
**GENERAL TERMS AND CONDITIONS**  
\*\*\*\*\*

PRICE ADJUSTMENT

The AGREEMENT PRICE is subject to adjustment by Comfort Control Systems on the agreement anniversary date. This adjustment would provide for changes in labor and material costs. Notice of adjustment to the agreement price shall be provided in writing 30 days prior to the contract anniversary date.

LIABILITY

Comfort Control Systems responsibility for injury to persons or property shall be limited to injury caused directly by its negligence in performing operations under this agreement. Comfort Control SYSTEMS will not be liable for any equipment damaged by reason of client negligence, faulty system design, misuse, abuse by others or caused by conditions beyond our reasonable control. The certified coverage plan does not include the maintenance, repair or replacement of: electrical disconnects, cabinets, ductwork, insulation of any equipment not covered by this agreement, damage from freezing, corrosion, electrolysis, drain stoppage, or plumbing beyond equipment, gas lines, domestic water lines, non-moving parts of heating, cooling and ventilating equipment such as ductwork. In no event shall Comfort Control Systems be liable for business interruption losses or consequential or speculative damage. However, this shall not relieve Comfort Control System of liability for damages to property or injury to persons resulting from accidents caused directly by the negligence of Comfort Control Systems in the performance of its obligations under this agreement

ADDITIONAL WORK

Additional work or repairs as authorized by City of Willowick, Willowick Municipal Center and shall be billed in accordance with the PREFERRED PAYMENT TERMS AT THE PREFERRED CUSTOMER RATES.

PAYMENT TERMS:            **Net 30 days, over 30 days,  
1 1/2 % interest charge per month from date of invoice**

PREFERRED CUSTOMER RATES  
   Straight time \$95.00 per hour.  
   Overtime \$142.50 per hour.  
   20% discount off List Price on all parts and materials.

CLIENT RESPONSIBILITY

- Operate the equipment in accordance with manufacturer's recommendations.
- Promptly notifies Comfort Control Systems of unusual operating conditions.
- Pay for all materials and services not included in this agreement.
- Exceptions under this agreement Comfort Control Systems will pay for direct damage to equipment (not for any consequential damage or loss).

**Exclusions**

- Nuclear Destruction; War or Military Action; Ordinance or Law; Improper Conditions such as Light, Heat, Cold, Power; Environmental Catastrophe such as Floods, Earthquakes, Tornado, etc.

**With this program the responsibility for maintaining your environmental control equipment is located at a single source, in the capable hands of a company that demonstrates a high level of technical competence, Comfort Control Systems.**





**RESOLUTION NO. 2024-12**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF WILLOWICK NAMING THE CITY SWIMMING POOL AT 30100 ARNOLD DRIVE THE MARTIN E. GUZAUSKAS POOL AT MANRY PARK.**

**WHEREAS**, Martin (“Marty”) E. Guzauskas served the City of Willowick and its residents with dedication, enthusiasm, and distinction for 46 years, and

**WHEREAS**, Marty demonstrated a lifelong commitment to the City of Willowick’s aquatic programs, development of lifesaving skills, pools, and recreational and organized swim programs first as a lifeguard from 1977 to 1997, as Pool Manager from 1997 to 2002, and finally as the Willowick Aquatics Director from 2002 to 2021.

**WHEREAS**, Marty passed away after a courageous battle with cancer on July 2, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Willowick, Lake County, Ohio:

**SECTION 1.** That the City of Willowick pool located at 30100 Arnold Drive shall hereafter be named the “Martin E. Guzauskas Pool at Manry Park”

**SECTION 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting 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 the law.

PASSED: \_\_\_\_\_, 2024

\_\_\_\_\_  
Monica Koudela, President of Council

Submitted to the Mayor for approval on \_\_\_\_\_, 2024

Approved by the Mayor on \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
Christine Morgan, Clerk of Council

\_\_\_\_\_  
Michael J. Vanni, Mayor

**RESOLUTION NO. 2024 – 13**

**A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE) TO ALADTEC, LLC IN THE AMOUNT OF \$5,099.00 FOR THE CITY OF WILLOWICK, AND DECLARING AN EMERGENCY**

**WHEREAS**, Ohio Revised Code 5705.41(D)(1) provides that if prior certification of funds by the Fiscal Officer was not obtained before the contract or order involving the expenditure of money was made, then the Fiscal Officer may instead certify; and

**WHEREAS**, that there was at the time of the making of such contract or order and at the time of the execution of such certificate, a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund, free from any previous encumbrances; and

**WHEREAS**, the Fiscal Officer is accordingly certifying that there were appropriations available and funds in the treasury or in the process of collection at the time the contract or order was made (then), and there are still sufficient appropriations and funds in the treasury or in the process of collection at the time the certificate is being issued (now); and

**WHEREAS**, the amount of the certificate exceeds \$3,000.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Willowick, County of Lake, and State of Ohio that:

**Section 1.** It is hereby certified that both at the time of the making of the attached contract(s) or order(s) and at the date of execution of this certificate, the amount of funds required to pay this contract(s) or order(s) has been appropriated for the purpose of this contract or order, attached hereto, and is in the treasurer or in the process of collection to the credit of the fund free from any previous encumbrances.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick; and so that the certificate meets the timeliness requirement of the Ohio State Auditor; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

**PASSED:** \_\_\_\_\_, 2024

\_\_\_\_\_  
**Monica Koudela, Council President**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2024

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2024

**ATTEST:**

\_\_\_\_\_  
**Christine Morgan, Clerk of Council**

\_\_\_\_\_  
**Michael J. Vanni, Mayor**



Aladtec, LLC  
 PO Box 201440  
 Dallas, TX 75320-1440

# INVOICE

Bill To	Ship To
Willowick Fire Department Tom Henry 30435 Lake Shore Blvd Willowick, Ohio 44095	Willowick Fire Department Tom Henry 30435 Lake Shore Blvd Willowick, Ohio 44095

Customer	Invoice	Invoice Date	Due Date
Willowick Fire Department	INV00328049	02/16/2024	04/01/2024

Sales Rep	Payment Term	PO Number
	Net 45	

Description	Ordered	Total
*Aladtec Subscription - Annual 04/01/2024-03/31/2025	65	\$5,099.00

Notes:

Gross Amount	\$5,099.00
Tax	\$0.00
Total	\$5,099.00
Payments	
<b>Invoice Balance</b>	<b>\$5,099.00</b>
Currency	USD

www.aladtec.com hilling@aladtec.com

Wells Fargo Bank (ACH)  
 Routing: 121000248  
 Account: 4523979441

Wells Fargo Bank (Wire)  
 SWIFT Code: WFBUS6  
 Routing: 121000248

GST/HST: 76718 7347  
 QST: 1228304610

**RESOLUTION NO. 2024-14**

**A RESOLUTION TERMINATING THE COMMUNITY REINVESTMENT AREA AGREEMENT AND TAX ABATEMENT FOR LUCID INVESTMENTS, INC. DBA CLEVELAND PIZZA, CO. AND 31222 VINE, LLC, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Willowick has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

**WHEREAS**, Lucid Investments, Inc. DBA Cleveland Pizza Co. and 31222 Vine, LLC presented a plan to the City consisting of a renovation and addition to an existing structure within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives were available to support the economic viability of said Project; and

**WHEREAS**, the Council of the City of Willowick, Ohio by Ordinance No. 2019-05 passed on March 19, 2019, designated the area as a Community Reinvestment Area pursuant Chapter 3735 of the Ohio Revised Code; and

**WHEREAS**, effective May 29, 2019, the Director of Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 2019-05 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

**WHEREAS**, pursuant to Section 3735.67(A), if construction or remodeling of commercial property is to be exempted from taxation pursuant to Section 3735.67 of the Ohio Revised Code, the City and the property owner must enter into a written agreement setting forth the terms of their Agreement; and

**WHEREAS**, the City of Willowick Council authorized and approved a Community Reinvestment Area Agreement with Lucid Investments, Inc. DBA Cleveland Pizza Co. and 31222 Vine LLC on September 7, 2021 annexed hereto as Exhibit A.

**WHEREAS**, at its 2023 annual meeting, the Tax Incentive Review Council recommended termination of Lucid Investments, Inc. DBA Cleveland Pizza Co. and 31222 Vine, LLC's Community Reinvestment Area Agreement and tax abatement/exemptions for the real property located at 31222 Vine Street, Willowick, Ohio based upon the property owner's voluntary discontinuation of the project, a material failure to fulfill its obligations under the aforesaid Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, STATE OF OHIO:**

**Section 1.** Pursuant to Section 9 of the September 9, 2021 Community Reinvestment Area Agreement with Lucid Investments, Inc. DBA Cleveland Pizza, Co. and 31222 Vine, LLC, the Community Reinvestment Area Agreement for Lucid Investments, Inc. DBA Cleveland Pizza Co. and 31222 Vine, LLC, annexed hereto as Exhibit A, is hereby terminated as a result of the property owner(s)' material failure to fulfill its obligations under the Agreement.

**Section 2.** That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of

this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**WHEREFORE**, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2024

\_\_\_\_\_  
Monica Koudela, Council President

Submitted to the Mayor: \_\_\_\_\_, 2024

\_\_\_\_\_  
Michael J. Vanni, Mayor

Approved by the Mayor: \_\_\_\_\_, 2024

Attest: \_\_\_\_\_  
Christine Morgan, Clerk of Council

**RESOLUTION NO. 2021-26**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT WITH LUCID INVESTMENTS, INC. DBA CLEVELAND PIZZA, CO. AND 31222 VINE, LLC, AND DECLARING AN EMERGENCY.**

WHEREAS, Willowick has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, Lucid Investments, Inc. DBA Cleveland Pizza Co. and 31222 Vine, LLC is desirous of renovating an existing structure and constructing an addition to an existing structure within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Council of the City of Willowick, Ohio by Ordinance No. 2019-05 passed on March 19, 2019, designated the area as a Community Reinvestment Area pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective May 29, 2019, the Director of Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 2019-05 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, pursuant to Section 3735.67(A), if construction or remodeling of commercial property is to be exempted from taxation pursuant to Section 3735.67 of the Ohio Revised Code, the City and the property owner must enter into a written agreement setting forth the terms of their Agreement; and

WHEREAS, the Mayor has investigated the property owner's application and has recommended the same to the Council on the basis that the project is qualified to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Willowick.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, STATE OF OHIO:**

**Section 1.** That the Mayor is authorized to accept and execute the Commercial Reinvestment Area Agreement with Lucid Investments, Inc. DBA Cleveland Pizza Co. and 31222 Vine, LLC, in a form substantially similar to the Agreement annexed hereto as Exhibit A, on behalf of the City of Willowick.

**Section 2.** That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

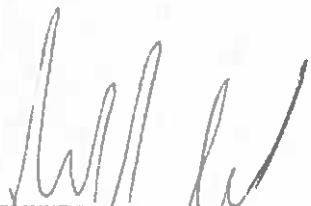
WHEREFORE, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: 9/7, 2021

  
Robert Patton, Council President

Submitted to the Mayor: SEP 07, 2021

Approved by the Mayor: SEP 07, 2021

  
\_\_\_\_\_  
Richard J. Regovich, Mayor

Attest: Angela Trend  
Angela Trend, Clerk of Council



## COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between the **City of Willowick, Ohio**, a municipal government, with its principal place of business located at 30435 Lake Shore Blvd., Willowick, Ohio 44095 (hereinafter referred to as "Willowick") and **Lucid Investments, Inc. DBA Cleveland Pizza Co. and 31222 Vine, LLC** with its principal place of business located at 31222 Vine St., Willowick, Ohio 44095 (hereinafter referred to as "Property Owner").

### WITNESSETH:

WHEREAS, Willowick has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, Property Owner is desirous of renovating an existing structure at the location and constructing an addition to the rear of the building, installing new plumbing, public restrooms, electrical systems, HVAC system, full patio, bakery and pizza operation kitchen, in addition to parking lot improvements (hereinafter referred to as the "Project") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Council of the City of Willowick, Ohio by Ordinance No. 2019-05 passed on March 19, 2019, designated the area as a Community Reinvestment Area pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective May 29, 2019, the Director of Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 2019-03 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, Willowick, having the appropriate authority for the stated type of project, is desirous of providing the Property Owner with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Property Owner has submitted a proposed Agreement application (herein attached as Exhibit A) to Willowick, said application (hereinafter referred to as "Application"); and

WHEREAS, the Property Owner has remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the Application to be forwarded to said department with a copy of the final Agreement; and

WHEREAS, the Mayor of Willowick has investigated the application of the Property Owner and has recommended the same to the Council of Willowick on the basis that the Property Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Willowick; and

WHEREAS, the project site as proposed by the Property Owner is located in the Willoughby-Eastlake City School District and the Board of Education of the Willoughby-Eastlake City School District has been notified in accordance with Section 5709.83 and has been given a copy of the Application; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

- 1. Property Owner shall renovate existing structure at the Project location at 31222 Vine St., Willowick, Ohio, and shall construct approximately a 650 square foot addition, together with newly paved parking area and patio in accordance herewith. Said improvements shall be constructed on the parcel listed in Exhibit "B" attached herein as the same are known and designated on the Lake County, Ohio Auditor's revised list of lots in the City of Willowick, Lake County, Ohio.

The Project will involve a total investment by Property Owner of One Million Dollars (\$1,000,000.00), plus or minus 10%, at the Project location. Included in this investment is One Million Dollars (\$1,000,000.00) for construction of the structures and Zero Dollars (\$0.00) to purchase first-used machinery and equipment and Zero Dollars (\$0.00) for new inventory.

The PROJECT will begin October 1, 2021 and all acquisition, construction and installation will be completed by October 1, 2022.

- 2. Property Owner shall create, within a time period not exceeding thirty-six (36) months after the commencement of construction of the aforesaid demolition and construction, the equivalent of twelve (12) new full-time permanent job opportunities and twenty (20) new part-time permanent job opportunities.

Property Owner schedule for hiring is as follows: Year 1: create zero (0) new jobs (construction); Year 2: create eight (8) permanent part-time jobs and six (6) permanent full-time permanent jobs, and Year 3: create twelve (12) new permanent part-time jobs and six (6) new permanent full-time jobs.

The job creation period begins October 1, 2022, and all jobs will be in place by December 2028.

Property Owner currently has zero (0) full-time permanent employees, zero (0) part-time permanent employees, zero (0) full-time temporary employees, and zero (0) part-time permanent employees at the project site. In total, Property Owner has ten (10) full-time permanent employees and twenty-two (22) part-time permanent employees in Willowick, Lake County, Ohio.

This increase in the number of employees will result in approximately \$811,000.00 of additional annual payroll for Property Owner. The following is an itemization by the type of new jobs created: full-time permanent \$440,000.00, and part-time permanent \$370,000.00. The retention of the existing jobs will maintain the current annual payroll of \$425,000.00.

- 3. Property Owner shall provide to the proper Tax Incentive Review ("TIR") Council any information reasonably required by the TIR Council to evaluate the property owner's compliance with the Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

- 4. Pursuant to the Property Owner's compliance with the terms and conditions set forth herein, Willowick hereby grants Property Owner a tax exemption for the real property improvements made to the Project site described herein pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts:

<u>Exemption Term</u>	<u>Percentage of Exemption</u>
15 years	50%

Each identified project improvement will receive a fifteen (15) year exemption period. The exemption commences the first year for which the real property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence after January 31, 2022 nor extend beyond January 31, 2037.

Property Owner must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in the Agreement.

- 5. ~~Property Owner shall pay an annual fee equal to the greater of one percent (1%) of the dollar value of incentives offered under the Agreement or five hundred dollars (\$500.00); provided however, that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000.00), the fee shall not exceed two thousand five hundred dollars (\$2,500.00).~~

~~The fee shall be made payable to the City of Willowick once per year for each year the Agreement is effective on or before the first day of April, by cash or a certified check. The fee is to be made payable to the City of Willowick, c/o the Director of Finance. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.671(D) of the revised code and by the tax incentive review council created under section 3735.671(D) of the revised code exclusively for the purposes of performing the duties prescribed under that section.~~

*Contingent upon approval by the Willowick City Council, the requirements under this section shall be waived.* \_\_\_\_\_ (Property Owner initials) \_\_\_\_\_  
 \_\_\_\_\_ (Mayor initials)

- 6. The Property Owner shall pay such real property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If Property Owner fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
- 7. Willowick shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
- 8. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the area, or Willowick revokes the designation of the area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Property Owner materially fails to fulfill its obligations under this Agreement and Willowick terminates or modifies the exemptions from taxation granted under this Agreement.
- 9. If Property Owner materially fails to fulfill its obligations under this Agreement, or if Willowick determines that the certification as to delinquent taxes required by this

- Agreement is fraudulent, Willowick may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. The City of Willowick is authorized to secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.
10. Property Owner hereby certifies that at the time this Agreement is executed, Property Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Property Owner is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, Property Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Property Owner. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
  11. Property Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
  12. Property Owner and Willowick acknowledge that this Agreement must be approved by formal action of the legislative authority of Willowick as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.
  13. Willowick has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, Property Owner is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
  14. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Property Owner, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections
  15. Property Owner affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of Property Owner has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Property Owner shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

- 16. This Agreement is not transferable or assignable without the express, written approval of Willowick.
- 17. Any notices required to be given to either party hereunder shall be sent in writing, via Certified U.S Mail, return receipt requested, and/or commercial carrier, with proof of delivery, to the following:

If to Property Owner: Derek M. Jones  
4034 Skiff St.  
Willoughby, OH 44094

If to City of Willowick: Richard J. Regovich, Mayor  
City of Willowick  
30435 Lake Shore Blvd.  
Willowick, Ohio 44095

- 17. Upon execution of this Agreement, the City of Willowick shall forward a copy of the agreement to the Director of Development Services within fifteen (15) days after the Agreement is executed by both parties.

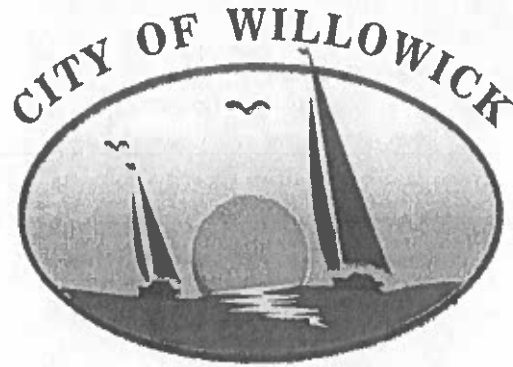
IN WITNESS WHEREOF, the City of Willowick, Ohio, by Richard Regovich, its Mayor, and pursuant to Resolution No. 2021-26, has caused this instrument to be executed this 9<sup>TH</sup> day of September, 2021 and 31222 Vine, LLC by Derek M. Jones, its President and Lucid Investments, Inc. DBA Cleveland Pizza Co. by Derek M. Jones its President, has caused this Agreement to be executed on this 9 day of September, 2021.

**CITY OF WILLOWICK:**  
By: [Signature]  
Richard Regovich, Mayor

**Lucid Investments, Inc. DBA Cleveland Pizza Co.:**  
By: [Signature]  
Derek M Jones  
Printed Name  
Its: President

**31222 Vine, LLC:**  
By: [Signature]  
Derek M Jones  
Printed Name  
Its: President

Approved as to form:  
Stephanie E. Landgraf, Law Director  
City of Willowick



**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the City of Willowick, located in the County of Lake and Derek Michael Jones.

- 1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

31222 Vine, LLC  
Enterprise Name

Derek M. Jones  
Contact Person

4034 Skiff St. Willoughby, Ohio 44094  
Address

216-972-0058  
Telephone Number

- b. Project site:

31222 Vine St. Willowick, Ohio 44095  
Address

Derek M. Jones  
Contact Person

216-972-0058  
Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

**I will be moving my Cleveland Pizza delivery & carryout business currently located at 29810 Lakeshore Blvd. Willowick, Ohio 44095, expanding it unto a full-service bar and restaurant while also moving our Corporate Office located at 4034 Skiff St. Willoughby, Ohio 44094, and our Commissary located at 31128 Vine Str into the same building**

- b. List primary 6-digit North American Industry Classification System (NAICS) # **722511**

Business may list other relevant SIC numbers.

**2045, 2099, 5812**

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred:

**No assets will be consolidated as the assets are already maintained within the City of Willowick corporate limits. However, the company will move employment for the CEO/President, Marketing Director, District Manager, Commissary Manager, Three Full Time Commissary Employees, Social Media Manager, and Maintenance Manager along with the expansion of owned assets**

- d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

**Corporation**

3. Name of principal owner(s) or officers of the business.

**Derek M Jones**

4. a. State the enterprise's current employment level at the proposed project site:

**There are currently 40 employees, employed by the company that will work at the proposed site.**

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes X No

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located: from 4034 Skiff St., Willoughby, Ohio 44094 to 31222 Vine St., Willowick, Ohio 44095

- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): **The company currently employs 72 residents of Ohio. 26 full-time, and 44 part time. All employees are permanent.**

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

- **28910 Lakeshore Blvd, Willowick, OH 44095 – 33 employees: 9 FT, 24 PT**
- **31128 Vine St., Willowick, OH 44095 – 4 employees: 4 FT**
- **4034 Skiff St., Willoughby, OH 44094 – 5 employees: 4 FT, 1 PT**

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

**The City of Willowick will have no net impact. The City of Willoughby will have a net impact of 5 employees with a payroll of approximately \$250,000.**

5. Does the Property Owner owe:

- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes \_\_\_ No X
- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes \_\_\_ No X
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes \_\_\_ No X
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description:

**We plan to redevelop 31222 Vine St. to house Cleveland Pizza, a limited service business as well as co-branding a full-service bar and restaurant, with an outdoor patio. We are also going to consolidate our corporate office and commissary into the facility, as well.**

7. Project will begin **June 1, 2021** and be completed **April 1, 2022** provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

**Cleveland Pizza Co – 8 employees: 3 FT, 5 PT**

**Commissary – 3 employees: 3 FT**

**Bar/Restaurant – 20 employees: 6 FT, 15 PT**



- b. State the time frame of this projected hiring: **1 year.**
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

<b>Years 1-2:</b>	<b>Full time – 6</b>	<b>Part Time - 8</b>
<b>Years 3-10:</b>	<b>Full time – 6</b>	<b>Part Time - 12</b>
<b>Years 11-15:</b>	<b>Full Time – 0</b>	<b>Part Time - 0</b>

- a. Estimate the amount of new annual payroll such new employees will add (must be itemized by full, part-time, permanent and temporary new employees): \$811,000  
**Full Time – 12 employees at an average of \$36,750/year**  
**Part Time – 20 employees at an average of \$18,500/year**
- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$811,000

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	<b>\$ 250,000</b>
B. Additions/New Construction:	<b>\$ 100,000</b>
C. Improvements to existing buildings:	<b><u>\$ 650,000</u></b>
<b>Total New Project Investment:</b>	<b>\$1,000,000</b>

- 11. a. Business requests the following tax exemption incentives on the improvements, (be specific as to the rate, and term), as described above:  
**50% for 15 years covering improvements on real property.**
- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

**The business is requesting the above tax incentive as it's investing a large sum of capital into a dilapidated building that requires ore work than many other businesses would be willing to take on. By investing into this property, Vine Street will receive a much-needed investment to assist in the vitality of the entire street. In part, due to COVID, the cost of construction has jumped considerably, as compared to when the project preparation begun. This situation has created an adverse situation, and now could jeopardize the project without the assistance of the CRA tax incentive. The tax incentive will allow for our business to not only invest in the property, but will also allow our business to invest in employees, greatly increasing the city's income tax revenue.**

Submission of this application expressly authorizes the City of Wickliffe to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the

local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

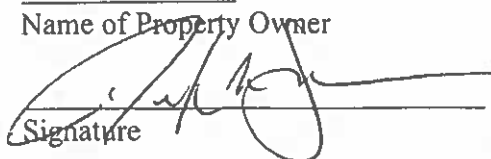
31222 Vine, LLC

Derek M. Jones

Name of Property Owner

03/04/2021

Date

  
Signature

President

Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

**EXHIBIT "A"**  
Legal Description  
For File: **813202336**

**Situated in the City of Willowick, County of Lake and State of Ohio, and known as being Sublot No. 1, in Stanley S. Benjamin Subdivision, of a part of Original Willoughby Township Original Lots Nos. 1, 2, 3 and 9, Tract 16, as shown by the recorded plat in Volume N of Maps, Page 29 of Lake County Records, as appears by said plat, be the same more or less, but subject to all legal highways.**

**Parcel No: 28A043A000420**

**Premises commonly known as 31222 Vine Street, Willowick, Ohio 44095**



**RICHARD J. REGOVICH**  
Mayor / Safety Director

# City of Willowick

30435 LAKE SHORE BOULEVARD  
WILLOWICK, OHIO 44095

Item #8.

OFFICE OF THE MAYOR

Phone: 440-585-3700

Fax: 440-585-3220

Email: rregovich@cityofwillowick.com

July 16, 2021

City of Willoughby  
1 E. Spaulding St.  
Willoughby, OH 44094

Dear Mayor Fiala:

The purpose of this letter is to serve as notification to City of Willoughby that Lucid Investments, Inc. dba Cleveland Pizza Co. has plans to relocate all of their corporate functions from Willoughby to Willowick, Ohio.

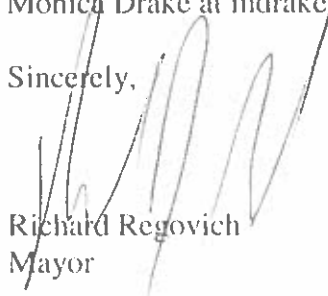
The management of Lucid Investments, Inc. dba Cleveland Pizza Co. has shared with us that they are required to relocate due to the fact that they desire to locate all of their operations in their new facility along with expanding their business operations in this location.

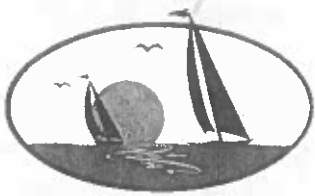
To help make the move to Willowick, Ohio competitive, The City of Willowick will consider a property tax abatement under the Community Reinvestment Area program.

Enclosed is a copy of the application for a Community Reinvestment Area tax incentive and a draft copy of the Community Reinvestment Area Agreement for your reference.

Your understanding and cooperation regarding this matter is greatly appreciated. If you have any questions, please feel free to contact our Economic Development Manager Monica Drake at [mdrake@cityofwillowick.com](mailto:mdrake@cityofwillowick.com) or 419-345-0242.

Sincerely,

  
Richard Regovich  
Mayor



**RICHARD J. REGOVICH**  
Mayor / Safety Director

# City of Willowick

30435 LAKE SHORE BOULEVARD  
WILLOWICK, OHIO 44095

Item #8.

OFFICE OF THE MAYOR

Phone: 440-585-3700

Fax: 440-585-3220

Email: rregovich@cityofwillowick.com

July 27, 2021

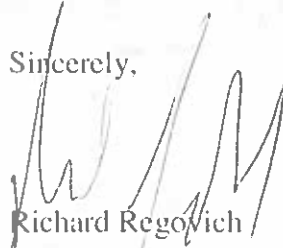
Willoughby-Eastlake City School District  
Attn: Steve Thompson  
35353 Curtis Blvd.  
Eastlake, OH 44095

Dear Mr. Thompson:

On behalf of the City of Willowick, please find an enclosed copy of the Community Reinvestment Area (CRA) application for Lucid Investments, Inc. dba Cleveland Pizza Co. and 31222 Vine, LLC along with a draft copy of the Community Reinvestment Area Agreement.

As per the Ohio Revised Code Section 5709.83, the Willoughby-Eastlake City School District has 14 days to review the draft Community Reinvestment Area Agreement, provide comments or request a meeting. If you have any questions regarding this application or draft agreement, please contact Monica Drake at 419-345-0242 or mdrake@cityofwillowick.com.

Sincerely,



Richard Regovich  
Mayor

CC: Nick Ciarniello, Treasurer, Willoughby-Eastlake City Schools

# City of Willowick

30435 LAKE SHORE BOULEVARD

WILLOWICK, OHIO 44095

Phone: 440/585-3700  
Fax: 440/585-3220  
www.cityofwillowick.com

September 14, 2021

Ohio Department of Development  
Office of Grants & Tax Incentives  
Attn: Daniel Strasser  
77 South High St  
Columbus, OH 43215

Dear Daniel:

On behalf of the City of Willowick, please find the enclosed copy of the executed Community Reinvestment Area Agreement between the City of Willowick, Lucid Investments Inc., DBA Cleveland Pizza Company and 31222 Vine LLC, along with the required exhibits "A" and "B". I have also enclosed the \$750 check, Council Resolution 2021-26 and the notification letters to the City of Willoughby and the Willoughby-Eastlake City School District.

Once the CRA is approved, please provide the notification of the approval to [mdrake@cityofwillowick.com](mailto:mdrake@cityofwillowick.com). I will be sending a copy of the executed CRA Agreement and exhibits to the Lake County Auditor's office, as well.

If there is any other information you may need, please let me know as soon as possible via my email or you may contact me at 419-345-0242.

Sincerely,



Monica L. Drake  
Economic Development Manager

# City of Willowick

30435 LAKE SHORE BOULEVARD  
WILLOWICK, OHIO 44095

Item #8.

Phone: 440-585-3700  
Fax: 440-585-3220  
www.cityofwillowick.com

September 14, 2021

Lake County Auditor  
Attn: Mike Ponchin  
105 Main St. PO Box 490  
Painesville, OH 44077

Dear Mike:

On behalf of the City of Willowick, please find the enclosed copy of the executed Community Reinvestment Area Agreement between the City of Willowick, Lucid Investments Inc., DBA Cleveland Pizza Company and 31222 Vine LLC, along with the required exhibits "A" and "B". If there is any other information you may need, please let me know at 419-345-04242 or [mdrake@cityofwillowick.com](mailto:mdrake@cityofwillowick.com).

Sincerely,



Monica L. Drake  
Economic Development Manager

**RESOLUTION NO. 2024-15**

**A RESOLUTION AUTHORIZING THE MAYOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE SAFE STREETS AND ROADS (SS4A) GRANT PROGRAM THROUGH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, TO EXECUTE ANY NECESSARY CONTRACTS OR DOCUMENTS ASSOCIATED THEREWITH, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Office of the Secretary of Transportation of the United States has established the Safe Streets and Roads for All Grant Program to provide competitive awards of funding to support planning, infrastructure, behavioral and operational initiatives to prevent death and serious injury on roads and streets in cities throughout the Country; and

**WHEREAS**, the Council agrees that it is in the best interests of the City and its residents to authorize the Mayor to make application to the United States Department of Transportation and seek funding from the Safe Streets and Roads Grant Program in accordance with the program guidelines.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**Section 1.** That the City of Willowick hereby authorizes the Mayor to make application to the United States Department of Transportation Safe Streets and Roads Grant Program, and to execute any documents or contracts associated therewith.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick in that it timely complies with the grant deadlines imposed by the United States Department of Transportation,

**WHEREFORE**, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.



PASSED: \_\_\_\_\_, 2024

SUBMITTED to the Mayor for his approval  
on \_\_\_\_\_, 2024

\_\_\_\_\_  
Monica Koudela, President of Council

APPROVED by the Mayor on  
\_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
Christine Morgan, Clerk of Council

\_\_\_\_\_  
Michael Vanni, Mayor

**RESOLUTION NO. 2024-16**

**A RESOLUTION AUTHORIZING THE MAYOR TO PREPARE AND SUBMIT A FUNDING REQUEST TO PARTICIPATE IN THE COMMUNITY PROJECT FUNDING GRANT PROGRAM THROUGH THE UNITED STATES HOUSE OF REPRESENTATIVES APPROPRIATIONS COMMITTEE, TO EXECUTE ANY NECESSARY CONTRACTS OR DOCUMENTS ASSOCIATED THEREWITH, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the United States House of Representatives has established Community Project Funding which allows municipal governments to make direct funding requests to the federal government through the congressional appropriations process.

**WHEREAS**, the Council agrees that it is in the best interests of the City and its residents to authorize the Mayor to make application to the United States Department House of Representatives Appropriations Committee to seek funding in accordance with its Community Project Funding program guidelines.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**Section 1.** That the City of Willowick hereby authorizes the Mayor to make application to the United States House of Representatives Appropriations Committee for Community Project Funding, and to execute any documents or contracts associated therewith.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick in that it timely complies with the deadlines imposed by the United States House of Representatives Program guidelines.

**WHEREFORE**, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_, 2024

\_\_\_\_\_  
Monica Koudela, President of Council

SUBMITTED to the Mayor for his approval  
on \_\_\_\_\_, 2024

APPROVED by the Mayor on  
\_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
Christine Morgan, Clerk of Council

\_\_\_\_\_  
Michael Vanni, Mayor

ORDINANCE NO. 2024 - 13 (AS AMENDED)

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2024.

SECTION 1. Be it ordained by the Council of the City of Willowick, State of Ohio, that to provide for the current expenses and other expenditures of said City of Willowick during the calendar year ending December 31, 2024, that the following sums be and they are hereby set aside and appropriated as follows:

SECTION 2. That there be appropriated from the General Fund:

GENERAL FUND

Security of Persons & Property

Safety Communications Dept.

Personal Services

Wages - Clerk Dispatchers	101.100.5136	498,130.00
Wages - Overtime	101.100.5199	6,000.00
<b>Total Salaries &amp; Wages</b>		<b>504,130.00</b>

Other

Hospitalization	101.100.5210	150,000.00
P. E. R. S.	101.100.5220	71,000.00
Medicare	101.100.5260	7,350.00
Uniform Allowance	101.100.5270	-
Schools & Training	101.100.5513	4,800.00
<b>Total Other Expense</b>		<b>233,150.00</b>
<b>Total Safety Communications Department</b>		<b>737,280.00</b>

Police Law Enforcement

Personal Services

Wages - Police Officers	101.101.5135	2,016,463.46
Wages - School Guards	101.101.5137	19,700.00
Retirement Benefit Payout	101.101.5195	-
Wages - Overtime	101.101.5199	160,000.00
<b>Total Wages and Salaries</b>		<b>2,196,163.46</b>

Other

Hospitalization	101.101.5210	600,000.00
P. E. R. S.	101.101.5220	7,900.00
Police State Pension (Transfer)	101.101.5230	325,000.00
Medicare	101.101.5260	32,000.00
Uniform Allowance	101.101.5270	1,000.00
Telephone	101.101.5324	13,300.00
Insurance	101.101.5330	45,000.00
Gas & Oil	101.101.5420	50,000.00
Small Equip & Supplies	101.101.5430	28,900.00
Schools & Training	101.101.5513	18,000.00
Office Supplies	101.101.5521	9,500.00
Prisoner Care	101.101.5532	7,000.00
DARE Expenses	101.101.5534	-

Public Relations & Education	101.101.5535	1,400.00
Emergency 9-1-1	101.101.5560	5,200.00
Radio	101.101.5561	20,900.00
Maintenance & Repair	101.101.5564	49,400.00
Miscellaneous Expenses	101.101.5568	2,300.00
Capital Improvement	101.101.5600	-
<b>Total Other Expense</b>		<b>1,216,800.00</b>
<b>Total Police Department</b>		<b>3,412,963.46</b>

**Fire Prevention & Inspection****Personal Services**

Wages - Director/Chief	101.102.5120	72,454.15
Wages - Firefighters & Officers	101.102.5138	927,451.08
Wages - Secretary	101.102.5191	28,501.00
Retirement Benefit Payout	101.102.5195	-
Wages - Overtime	101.102.5199	550.00
<b>Total Wages &amp; Salaries</b>		<b>1,028,956.23</b>

**Other**

Hospitalization	101.102.5210	50,000.00
P. E. R. S.	101.102.5220	10,450.00
Police & Fire Pension	101.102.5230	13,500.00
Medicare	101.102.5260	15,000.00
Social Security	101.102.5265	60,000.00
Clothing - Original Issue	101.102.5271	15,400.00
Replacement Safety Clothing	101.102.5272	19,250.00
Professional Services	101.102.5319	-
Telephone	101.102.5324	5,324.00
Insurance	101.102.5330	20,000.00
Contract Services	101.102.5354	-
EMS Collection Fees	101.102.5385	17,050.00
Gas & Oil	101.102.5420	11,500.00
Small Equip & Supplies	101.102.5430	24,887.50
Vehicle Lease Payments	101.102.5434	3,055.00
Schools & Training	101.102.5513	4,125.00
Office Supplies	101.102.5521	5,032.50
Honor Guard	101.102.5533	-
Public Relations & Education	101.102.5535	6,000.00
Radio	101.102.5561	8,270.90
Maintenance & Repair	101.102.5564	33,398.75
Capital Imp. Fire	101.102.5611	22,000.00
Transfer for Fund 208	101.102.5901	-
<b>Total Other Expense</b>		<b>344,243.65</b>
<b>Total Fire Department</b>		<b>1,373,199.88</b>

**Public Health & Welfare****Other**

Health District Charges	101.201.5392	150,000.00
<b>Total Other Expense</b>		<b>150,000.00</b>
<b>Total Public Health &amp; Welfare</b>		<b>150,000.00</b>

**Leisure Time Activities**

**Parks & Playgrounds**

**Personal Services**

Wages - Parks - Regular	101.301.5140	186,800.00
Wages - Summer Employees	101.301.5143	13,450.00
Retirement Benefit Payout	101.301.5195	-
Wages - Overtime	101.301.5199	9,000.00
<b>Total Wages &amp; Salaries</b>		<b>209,250.00</b>

**Other**

Hospitalization	101.301.5210	95,000.00
Cobra Hospitalization	101.301.5211	-
P. E. R. S.	101.301.5220	29,500.00
Medicare	101.301.5260	3,100.00
Electricity & Heating	101.301.5320	65,000.00
Water	101.301.5322	8,000.00
Gas & Oil	101.301.5420	9,000.00
Small Equip & Supplies	101.301.5430	3,500.00
Vehicle Lease Payments	101.301.5434	11,500.00
Cleaning Supplies	101.301.5460	13,500.00
Park Repairs	101.301.5563	31,000.00
Maintenance & Repair	101.301.5564	2,500.00
Capital Improvements	101.301.5600	5,000.00
<b>Total Other Expense</b>		<b>276,600.00</b>
<b>Total Parks Department</b>		<b>485,850.00</b>

**Swimming Pools**

**Personal Services**

Wages - Leisure & Regular	101.302.5150	119,000.00
<b>Total Wages &amp; Salaries</b>		<b>119,000.00</b>
P.E.R.S.	101.302.5220	17,000.00
Medicare	101.302.5260	1,800.00
Water	101.302.5322	5,500.00
Small Equip & Supplies	101.302.5430	9,000.00
Swimming Pool Supplies	101.302.5451	3,500.00
Swimming Pool Chemicals	101.302.5452	26,000.00
Training	101.302.5513	3,000.00
Swimming Pool Repairs	101.302.5566	14,000.00
Capital Improvement	101.302.5600	14,300.00
<b>Total Other Expense</b>		<b>94,100.00</b>
<b>Total Swimming Pools</b>		<b>213,100.00</b>

**Recreation Programs (including Camp)**

**Personal Services**

Wages - Director/Chief	101.303.5120	93,025.00
Wages - Leisure - Regular	101.303.5150	70,000.00
Wages - Playground Supervisor	101.303.5151	65,000.00
Wages - Ball Diamond	101.303.5153	11,000.00
Wages - Secretary	101.303.5191	50,320.00

Wages - Overtime	101.303.5199	800.00
<b>Total Wages &amp; Salaries</b>		<b>290,145.00</b>
<b><u>Other</u></b>		
Hospitalization	101.303.5210	53,000.00
P. E. R. S.	101.303.5220	40,700.00
Medicare	101.303.5260	4,300.00
Insurance	101.303.5330	33,000.00
Contract Umpires	101.303.5350	2,500.00
Contract Officials	101.303.5351	7,000.00
Contract Instructors	101.303.5354	1,000.00
Small Equipment & Supplies	101.303.5430	9,000.00
League Supplies	101.303.5433	2,800.00
Vehicle Lease Payments	101.303.5434	7,000.00
Fee Fund Supplies	101.303.5454	3,500.00
Recreation Program Supplies	101.303.5456	32,000.00
Concessions	101.303.5457	1,000.00
Youth Basketball Expenses	101.303.5458	6,500.00
Youth Baseball Expenses	101.303.5459	5,000.00
Paver Bricks Engraving	101.303.5470	200.00
Training	101.303.5513	1,500.00
Office Supplies	101.303.5521	9,800.00
Maintenance & Repair	101.303.5564	17,000.00
Capital Improvement	101.303.5600	-
Grant March	101.303.5602	-
Capital Improvement - Grant	101.303.5613	-
<b>Total Other Expense</b>		<b>236,800.00</b>
<b>Total Recreation</b>		<b>526,945.00</b>
<b><u>Housing &amp; Building Inspection</u></b>		
Wages - Director/Chief	101.401.5120	89,800.00
Wages - Housing Inspectors	101.401.5125	92,405.00
Wages - Secretary	101.401.5191	49,820.00
Retirement Benefit Payout	101.401.5195	-
Wages - Overtime	101.401.5199	600.00
<b>Total Wages &amp; Salaries</b>		<b>232,625.00</b>
<b><u>Other</u></b>		
Hospitalization	101.401.5210	82,000.00
P. E. R. S.	101.401.5220	33,000.00
Medicare	101.401.5260	3,400.00
Professional Services	101.401.5319	-
Telephone	101.401.5324	1,320.00
Contract Services	101.401.5354	10,000.00
Gas & Oil	101.401.5420	4,000.00
Small Equip & Supplies	101.401.5430	1,000.00
Vehicle Lease Payments	101.401.5434	14,000.00
Schools & Training	101.401.5513	1,000.00
Office Supplies	101.401.5521	6,000.00
Maintenance & Repair	101.401.5564	6,000.00
Misc Expenses	101.401.5568	-
Capital Improvements	101.401.5600	-

<b>Total Other Expense</b>		161,720.00
<b>Total Building Department</b>		<b>394,345.00</b>

**Garbage & Refuse Collection****Other**

Yardwaste Disposal	101.501.5362	2,000.00
Curbside Recycling	101.501.5363	2,000.00
<b>Total Other Expense</b>		4,000.00
<b>Total Refuse Collection</b>		<b>4,000.00</b>

**Transportation****Personal Services**

Wages - Regular	101.601.5140	157,200.00
Wages - Service Summer Employees	101.601.5143	-
Retire Benefit Payout	101.601.5195	-
Wages - Overtime	101.601.5199	10,000.00
<b>Total Wages &amp; Salaries</b>		<b>167,200.00</b>

**Other**

Hospitalization	101.601.5210	57,000.00
P. E. R. S.	101.601.5220	23,500.00
Medicare	101.601.5260	2,500.00
Telephone	101.601.5324	-
Engineering Fees	101.601.5360	-
Sand - Gravel - Concrete	101.601.5410	-
Small Equipment & Supplies	101.601.5430	1,500.00
Tools	101.601.5440	1,500.00
Maintenance & Repair	101.601.5564	1,800.00
Capital Improvement	101.601.5600	8,000.00
Heavy Equipment Replacement	101.601.5601	-
Transfer to State Highway Imp.	101.601.5902	-
<b>Total Other Expense</b>		95,800.00
<b>Total Transportation</b>		<b>263,000.00</b>

**Technology Dept.****Personal Services**

Wages - IT Director	101.700.5170	-
Wages - Part Time	101.700.5198	2,470.00
<b>Total Wages &amp; Salaries</b>		<b>2,470.00</b>

**Other**

P. E. R. S.	101.700.5220	350.00
Medicare	101.700.5260	40.00
Professional Services	101.700.5319	22,000.00
Internet	101.700.5325	9,500.00
Network Equipment & Supplies	101.700.5431	8,000.00
<b>Total Other Expense</b>		39,890.00
<b>Total Technology Dept.</b>		<b>42,360.00</b>



**Mayor's Office****Personal Services**

Wages - Mayor	101.701.5105	60,000.00
Wages - Safety Director	101.701.5106	30,000.00
Wages - Secretary	101.701.5191	48,010.00
Wages - Overtime	101.701.5199	1,000.00
<b>Total Wages &amp; Salaries</b>		<b>139,010.00</b>

**Other**

Hospitalization	101.701.5210	41,000.00
P. E. R. S.	101.701.5220	20,000.00
Medicare	101.701.5260	2,100.00
Contract Services	101.701.5354	-
Small Equip & Supplies	101.701.5430	500.00
Schools & Training	101.701.5513	3,500.00
<b>Total Other Expenses</b>		<b>67,100.00</b>
<b>Total Mayor's Office</b>		<b>206,110.00</b>

**Finance Administration****Personal Services**

Wages - Director/Chief	101.702.5120	113,600.00
Wages - Finance Staff	101.702.5160	111,050.00
Retirement Benefit Payout	101.702.5195	-
<b>Total Wages &amp; Salaries</b>		<b>224,650.00</b>

**Other**

Hospitalization	101.702.5210	94,100.00
P. E. R. S.	101.702.5220	32,000.00
Medicare	101.702.5260	3,300.00
Contract Employees	101.702.5354	1,900.00
Bank Service Charges	101.702.5383	-
Small Equip & Supplies	101.702.5430	20,300.00
Schools & Training	101.702.5513	2,000.00
Capital Improvements	101.702.5600	-
<b>Total Other Expense</b>		<b>153,600.00</b>
<b>Total Finance Department</b>		<b>378,250.00</b>

**Legal Administration****Personal Services**

Legal Retainer	101.703.5114	98,000.00
<b>Total Wages &amp; Salaries</b>		<b>98,000.00</b>

**Other**

P. E. R. S.	101.703.5220	13,750.00
Medicare	101.703.5260	1,450.00
Legal Advertising	101.703.5310	7,000.00
Consulting Services	101.703.5318	70,000.00
Law Books & Periodicals	101.703.5512	500.00
Schools & Training	101.703.5513	500.00

Miscellaneous Expenses	101.703.5568	500.00
<b>Total Other Expense</b>		93,700.00
<b>Total Legal Department</b>		<b>191,700.00</b>

**Administrative Support Service Dept.****Personal Services**

Wages - Director/Chief	101.704.5120	91,410.00
Wages - Secretary	101.704.5191	51,820.00
Wages - Overtime	101.704.5199	500.00
<b>Total Wages &amp; Salaries</b>		<b>143,730.00</b>

**Other**

Hospitalization	101.704.5210	79,000.00
P. E. R. S.	101.704.5220	20,500.00
Medicare	101.704.5260	2,100.00
Uniforms	101.704.5270	22,000.00
Telephone	101.704.5324	2,160.00
Contract Services	101.704.5354	16,000.00
Gas & Oil	101.704.5420	12,000.00
Small Equip & Supplies	101.704.5430	6,500.00
Vehicle Lease Payments	101.704.5434	17,650.00
Schools & Training	101.704.5513	15,000.00
Office Supplies	101.704.5521	6,000.00
Radio	101.704.5561	-
Maintenance & Repair	101.704.5564	7,000.00
Capital Improvement	101.704.5600	11,500.00
Stormwater Management	101.704.5604	9,000.00
<b>Total Other Expense</b>		<b>226,410.00</b>
<b>Total Service Department</b>		<b>370,140.00</b>

**Legislative****Personal Services**

Wages - Council Salaries	101.705.5110	72,000.00
Wages - Council Clerk	101.705.5113	-
<b>Total Wages &amp; Salaries</b>		<b>72,000.00</b>

**Other**

P. E. R. S.	101.705.5220	10,100.00
Medicare	101.705.5260	1,100.00
Social Security	101.705.5265	-
Small Equip & Supplies	101.705.5430	1,000.00
Miscellaneous Expenses	101.705.5568	10,000.00
<b>Total Other Expense</b>		<b>22,200.00</b>
<b>Total General Govt.</b>		<b>94,200.00</b>

**Municipal Court Costs & Fees****Other**

Court Costs & Fees	101.706.5315	50,000.00
Jury & Witness Fees	101.706.5316	10.00
<b>Total Other Expense</b>		<b>50,010.00</b>

**Total Municipal Court** **50,010.00**

**Civil Service Commission**

**Other**

Civil Service Operations	101.707.5317	18,000.00
Training	101.707.5513	500.00
<b>Total Other Expense</b>		<b>18,500.00</b>
<b>Total Civil Service Commission Operations</b>		<b>18,500.00</b>

**Lands & Buildings**

**Personal Services**

Wages - Regular	101.708.5140	54,500.00
Wages - Overtime	101.708.5199	4,000.00
<b>Total Wages &amp; Salaries</b>		<b>58,500.00</b>

**Other**

Hospitalization	101.708.5210	27,500.00
P. E. R. S.	101.708.5220	8,500.00
Medicare	101.708.5260	1,000.00
Electricity & Heating	101.708.5320	83,000.00
Water	101.708.5322	6,000.00
Landscaping Services	101.708.5352	25,600.00
Contract Cleaning Service	101.708.5353	-
Street Signs	101.708.5364	5,500.00
Small Equip & Supplies	101.708.5430	10,000.00
Cleaning Supplies	101.708.5460	20,000.00
Maintenance & Repair	101.708.5564	96,000.00
Capital Improvements	101.708.5600	22,500.00
<b>Total Other Expense</b>		<b>305,600.00</b>
<b>Total Lands &amp; Buildings</b>		<b>364,100.00</b>

**Engineering**

**Other**

Engineering Fees	101.709.5360	55,000.00
<b>Total Other Expense</b>		<b>55,000.00</b>
<b>Total Engineering Fees</b>		<b>55,000.00</b>

**County Auditor Deductions**

**Other**

State Auditors Fees	101.710.5380	60,000.00
State Prop Admin Fees	101.710.5386	320.00
County Treasurer Fees	101.710.5390	33,500.00
Workers Compensation	101.710.5391	160,000.00
County Election Fees	101.710.5393	4,000.00
County Delinquent Land Advertising	101.710.5394	1,000.00
<b>Total Other Expense</b>		<b>258,820.00</b>
<b>Total County Auditor Deductions</b>		<b>258,820.00</b>

**Administrative Support****Other**

Contingent Liability	101.711.5220	5,000.00
Professional Services	101.711.5319	20,000.00
Telephone	101.711.5324	32,000.00
Insurance	101.711.5330	40,000.00
Unemployment Compensation	101.711.5331	4,000.00
Charge for Income Tax Collections	101.711.5340	130,000.00
Ohio Municipal League	101.711.5371	2,500.00
Codification	101.711.5372	11,550.00
Land Acquisitions	101.711.5375	-
Renovation/Demolition Costs	101.711.5376	12,000.00
Small Equip & Supplies	101.711.5430	5,000.00
Network Equip & Supplies	101.711.5431	-
Schools & Training	101.711.5513	-
BWC Grant Expenses	101.711.5516	-
Office Supplies	101.711.5521	18,000.00
Miscellaneous Expenses	101.711.5568	10,000.00
Capital Improvements	101.711.5600	-
SID Reimbursements	101.711.5715	38,000.00
Transfer to Fund 301	101.711.5904	-
Transfer to Fund 401	101.711.5905	-
Transfer to Fund 220	101.711.5906	50,000.00
Transfer to Fund 218	101.711.5909	-
Transfer to Fund 211	101.711.5913	-
Transfer to Fund 213	101.711.5916	-
Transfer to Fund 240	101.711.5921	150,000.00
Transfer to Fund 230	101.711.5923	-
Transfer to Fund 420	101.711.5924	-
Transfer to Fund 225	101.711.5925	-
Transfer to Fund 227	101.711.5934	-
Refunds	101.711.5971	8,000.00
Unclaimed Funds	101.711.5972	2,000.00
Advance Fund 214	101.711.5975	-
Advance Fund 213	101.711.5976	-
Advance Fund 223	101.711.5989	-
Advance Fund 205	101.711.5990	600,000.00
Advance Fund 224	101.711.5992	-
Advance Fund 225	101.711.5993	-
Advance Fund 227	101.711.5995	68,144.00
Advance Fund 420	101.711.5998	-
Advance Fund 433	101.711.5991	-
<b>Total Other Expense</b>		<b>1,206,194.00</b>
<b>Total Administrative Support</b>		<b>1,206,194.00</b>

**Public Relations**

Public Relations	101.713.5535	-
<b>Total Public Relations</b>		<b>-</b>

**Economic Development**

Professional Services	101.714.5319	-
Contract Services	101.714.5354	-

**Total Economic Development** -

**TOTAL GENERAL FUND: 10,796,067.34**

**SECTION 3.** That there be appropriated from the Street Construction, Maintenance & Repair Fund:

**SCM&R FUND**

**Personal Services**

Wages - Summer Employment	202.601.5143	-
Wages - Service - Regular	202.601.5185	305,432.20
Retirement Benefit Payout	202.601.5195	-
Wages - Overtime	202.601.5199	12,000.00
<b>Total Wages &amp; Salaries</b>		<b>317,432.20</b>

**Other**

Hospitalization	202.601.5210	114,000.00
P. E. R. S.	202.601.5220	45,000.00
Medicare	202.601.5260	4,700.00
Street Signs	202.601.5364	15,000.00
Freeway Maintenance	202.601.5366	22,000.00
Street Resurface & Repair	202.601.5367	28,000.00
Street Lining	202.601.5368	-
Small Equipment & Supplies	202.601.5430	1,500.00
Vehicle Lease Payments	202.601.5434	17,240.00
Tools	202.601.5440	2,000.00
Maintenance & Repair	202.601.5564	20,000.00
Contract Construction	202.601.5600	-
Heavy Equipment Replacement	202.601.5601	75,000.00
Note Principal	202.711.5703	-
Note Interest	202.711.5704	-
<b>Total Other Expense</b>		<b>344,440.00</b>
<b>TOTAL SCM&amp;R FUND</b>		<b>661,872.20</b>

**SECTION 4.** That there be appropriated from the State Highway Fund:

**STATE HIGHWAY IMPROVEMENT FUND**

**Other**

Road Salt	203.601.5465	75,000.00
<b>Total Other Expense</b>		<b>75,000.00</b>
<b>TOTAL STATE HIGHWAY IMPROVEMENT FUND</b>		<b>75,000.00</b>

**SECTION 5.** That there be appropriated from the Street Lighting Fund:

**STREET LIGHTING FUND**

**Other**

Street Lighting	204.502.5326	215,000.00
Engineering Fees	204.502.5360	-
State Prop Admin Fees	204.502.5386	24.00
County Treasurer Fees	204.502.5390	2,500.00

Small Equipment & Supplies	204.502.5430	9,500.00
Equipment Maintenance	204.502.5564	-
Capital Improvement	204.502.5600	-
<b>Total Other Expense</b>		<b>227,024.00</b>
<b>TOTAL STREET LIGHTING FUND</b>		<b>227,024.00</b>

**SECTION 6.** That there be appropriated from the Sewer Disposal Water Pollution Control Fund (Sewer Revenue):

**SEWER REVENUE FUND**

**Personal Services**

Wages - Regular	205.503.5140	301,050.00
Wages - Summer Employees	205.503.5143	-
Retirement Benefit Payout	205.503.5195	-
Wages - Overtime	205.503.5199	7,500.00
<b>Total Wages &amp; Salaries</b>		<b>308,550.00</b>

**Other**

Hospitalization	205.503.5210	117,000.00
P. E. R. S.	205.503.5220	44,000.00
Medicare	205.503.5260	2,500.00
Wickliffe Sewer Charges	205.503.5323	70,000.00
Insurance	205.503.5330	20,000.00
Contract Services	205.503.5354	-
Euclid Disposal Plant	205.503.5361	2,850,000.00
Sewer Maintenance	205.503.5367	38,500.00
Lake County Billing Fees	205.503.5382	110,000.00
County Treasurer Fees	205.503.5390	8,500.00
Gas & Oil	205.503.5420	15,000.00
Small Equipment & Supplies	205.503.5430	1,500.00
Vehicle Lease Payments	205.503.5434	-
Schools & Training	205.503.5513	1,000.00
Maintenance & Repair	205.503.5564	6,000.00
Miscellaneous Expenses	205.503.5568	-
Sewer Lateral Repairs	205.503.5569	-
Capital Improvements	205.503.5600	-
General Refunds	205.503.5971	1,000.00
Engineering Fees	205.709.5360	25,000.00
Note Principal	205.711.5703	175,765.00
Note Interest	205.711.5704	6,533.00
Transfer to Fund 422	205.711.5919	-
Return of Advance to Fund 101	205.711.5977	-
Transfer to Fund 426	205.908.5930	-
Transfer to Fund 428	205.911.5932	-
Transfer to Fund 429	205.912.5933	-
<b>Total Other Expense</b>		<b>3,492,298.00</b>
<b>TOTAL SEWER REVENUE FUND</b>		<b>3,800,848.00</b>

**SECTION 7.** That there be appropriated from the Police & Fire Capital Improvement Fund:

**POLICE & FIRE CAPITAL IMPROVEMENT FUND**

**Other**

Small Equipment - Police	207.101.5430	16,200.00
Capital Improvements - Police	207.101.5610	23,400.00
Lease Principal-Police	207.101.5703	90,400.00
Lease Interest-Police	207.101.5704	10,900.00
Small Equipment - Fire	207.102.5430	34,365.00
BWC Grant Expenses	207.102.5516	-
Capital Improvements - Fire	207.102.5611	65,000.00
State Prop Admin Fees	207.710.5386	30.00
County Treasurer Fees	207.710.5390	3,000.00
Note Principal-Fire	207.711.5703	65,000.00
Note Interest-Fire	207.711.5704	10,730.00
Transfer to Fund 301	207.711.5904	-
Transfer to Fund 223	207.711.5989	-
<b>Total Other Expense</b>		<b>319,025.00</b>
<b>TOTAL POLICE &amp; FIRE CAPITAL FUND</b>		<b>319,025.00</b>

**SECTION 8.** That there be appropriated from the Fire Emergency Rescue Fund:

**FIRE EMERGENCY RESCUE FUND**

**Personal Services**

Wages - Director/Chief	208.102.5120	59,280.67
Wages - Firefighters & Officers	208.102.5138	758,823.61
Wages - Secretary	208.102.5191	23,319.00
Retirement Benefit Payout	208.102.5195	-
Wages - Overtime	208.102.5199	450.00
<b>Total Wages &amp; Salaries</b>		<b>841,873.28</b>

**Other**

Hospitalization	208.102.5210	29,000.00
P. E. R. S.	208.102.5220	8,550.00
Police & Fire Pension	208.102.5230	11,100.00
Medicare	208.102.5260	12,500.00
Social Security	208.102.5265	48,950.00
Clothing - Original Issue	208.102.5271	12,600.00
Replacement Safety Clothing	208.102.5272	15,750.00
Professional Services	208.102.5319	-
Telephone	208.102.5324	4,356.00
Insurance	208.102.5330	18,000.00
Engineering Fees	208.102.5360	-
EMS Collection Fees	208.102.5385	13,950.00
State Prop Admin Fees	208.102.5386	78.00
County Treasurer Fees	208.102.5390	8,000.00
Gas & Oil	208.102.5420	9,000.00
Small Equipment & Supplies	208.102.5430	20,362.50
Vehicle Lease Payments	208.102.5434	2,500.00
Schools & Training	208.102.5513	3,375.00
EMS Grant Expenses	208.102.5515	-
Office Supplies	208.102.5521	4,117.50
Radio	208.102.5561	6,767.10
Maintenance & Repair	208.102.5564	27,326.25
Capital Improvements	208.102.5600	18,000.00

<b>Total Other Expense</b>	274,282.35
<b>TOTAL FIRE EMERGENCY RESCUE FUND</b>	<b>1,116,155.63</b>

**SECTION 9.** That there be appropriated from the Sanitary & Sewer Lateral Levy Fund:

**SANITARY & STORM SEWER LATERAL LEVY FUND**

**Personal Services**

Wages - Regular	211.503.5140	-
Wages - Overtime	211.503.5199	-
<b>Total Wages &amp; Salaries</b>		-

**Other**

P. E. R. S.	211.503.5220	-
Medicare	211.503.5260	-
Engineering	211.503.5360	-
State Prop Admin Fees	211.503.5386	14.00
County Treasurer's Fees	211.503.5390	1,500.00
Sewer Lateral Repairs	211.503.5569	-
Capital Improvements	211.503.5600	-
<b>Total Other Expense</b>		<b>1,514.00</b>
<b>TOTAL SANITARY &amp; STORM SEWER LATERAL LEVY FUND</b>		<b>1,514.00</b>

**SECTION 10.** That there be appropriated from the Street Improvement Levy Fund:

**STREET IMPROVEMENT LEVY FUND**

**Other**

Engineering Fees	213.601.5360	35,000.00
Street Resurfacing & Repair	213.601.5367	1,057,000.00
Street Lining	213.601.5368	-
Miscellaneous Expenses	213.601.5568	-
Legal Fees	213.711.5318	-
State Prop Admin Fees	213.711.5386	94.00
County Treasurer Fees	213.711.5390	1,050.00
Return Advance Fund 101	213.711.5977	-
Transfer-Fund 429	213.912.5933	-
Street Resurfacing-E. 327th St. Phase 2	213.601.5360	-
<b>Total Other Expense</b>		<b>1,093,144.00</b>
<b>TOTAL STREET IMPROVEMENT LEVY FUND</b>		<b>1,093,144.00</b>

**SECTION 11.** That there be appropriated from the Recreation Improvement Levy Fund:

**RECREATION IMPROVEMENT LEVY FUND**

**Other**

Maintenance & Repair-Pools	214.302.5564	-
Miscellaneous Expenses-Pools	214.302.5568	-
Capital Improvements-Pools	214.302.5614	-
Small Equip & Supplies-Recreation	214.303.5430	-
Miscellaneous Expenses-Recreation	214.303.5568	-
Capital Improvements-Recreation	214.303.5600	65,000.00
Engineering	214.709.5360	-
Legal Fees	214.711.5318	-



State Prop Admin Fees	214.711.5386	8.00
County Treasurer Fees	214.711.5390	800.00
Return of Advance to Fund 101	214.711.5977	-
<b>Total Other Expense</b>		<b>65,808.00</b>
<b>TOTAL RECREATION IMPROVEMENT LEVY FUND</b>		<b>65,808.00</b>

**SECTION 12.** That there be appropriated from the Permissive License Fee Fund:

**PERMISSIVE LICENSE FEE FUND**

**Other**

Traffic Signals	215.601.5326	40,000.00
Traffic Lights	215.601.5328	16,000.00
Insurance	215.601.5330	15,000.00
Engineering	215.601.5360	-
Street Signs	215.601.5364	3,000.00
Street Resurface & Repair	215.601.5367	25,000.00
Street Lining	215.601.5368	-
Gas & Oil	215.601.5420	18,000.00
Equipment Maintenance	215.601.5564	-
Miscellaneous Expenses	215.601.5568	-
Capital Improvement	215.601.5600	-
<b>Total Other Expense</b>		<b>117,000.00</b>
<b>TOTAL PERMISSIVE LICENSE FEE FUND</b>		<b>117,000.00</b>

**SECTION 13.** That there be appropriated from the DUI Education & Enforcement Fund:

**DUI EDUCATION & ENFORCEMENT FUND**

**Other**

DUI Education & Enforcement	217.101.5530	1,500.00
Capital Improvement	217.101.5600	-
<b>Total Other Expense</b>		<b>1,500.00</b>
<b>TOTAL DUI EDUCATION &amp; ENFORCEMENT FUND</b>		<b>1,500.00</b>

**SECTION 14.** That there be appropriated from the Drug Law Enforcement Fund:

**DRUG LAW ENFORCEMENT FUND**

**Other**

Equipment & Supplies	218.101.5430	200.00
Training	218.101.5513	500.00
Capital Equipment	218.101.5600	-
<b>Total Other Expense</b>		<b>700.00</b>
<b>TOTAL DRUG LAW ENFORCEMENT FUND</b>		<b>700.00</b>

**SECTION 15.** That there be appropriated from the Senior Citizens Center Fund:

**SENIOR CITIZENS CENTER FUND**

**Personal Services**

Wages	220.304.5120	48,140.00
Retirement Benefit Payout	220.304.5195	-
Wages - Part Time	220.304.5198	21,850.00

**Total Wages & Salaries** 69,990.00

**Other**

Hospitalization	220.304.5210	13,500.00
P. E. R. S.	220.304.5220	9,800.00
Medicare	220.304.5260	1,100.00
Electricity & Heating	220.304.5320	4,300.00
Gas & Oil	220.304.5420	-
Small Equip & Supplies	220.304.5430	3,000.00
Program Supplies	220.304.5453	6,000.00
Office Supplies	220.304.5521	7,000.00
Maintenance & Repair	220.304.5564	3,000.00
United Way Expenses	220.304.5567	-
Capital Improvement	220.304.5600	-
Levy Fund	220.304.5603	43,000.00

**Total Other Expense** 90,700.00

**TOTAL SENIOR CITIZENS CENTER FUND** 160,690.00

**SECTION 16.** That there be appropriated from the Emergency Management Fund:

**EMERGENCY MANAGEMENT FUND**

**Other**

Transfer to Fund 208	221.711.5901	-
Transfer to Fund 202	221.711.5903	-
Transfer to Fund 205	221.711.5907	-
Transfer to Fund 101	221.711.5911	-
Transfer to Fund 221	221.711.5924	-

**Total Other Expense** -

**TOTAL EMERGENCY MANAGEMENT FUND** -

**SECTION 17.** That there be appropriated from the Homeland Security Grant Fund:

**HOMELAND SECURITY GRANT FUND**

**Other**

Small Equip & Supplies	223.102.5430	-
Capital Improvement	223.102.5600	-
Return of Advance to Fund 101	223.711.5977	-
Return of Advance to Fund 207	223.711.5980	-

**Total Other Expense** -

**TOTAL HOMELAND SECURITY GRANT FUND** -

**SECTION 18.** That there be appropriated from the Community Block Grant Fund:

**COMMUNITY BLOCK GRANT FUND**

**Other**

Return of Advance to 101	224.711.5977	-
CDBG - Hearts & Hammers	224.950.5517	-
Professional Services	224.951.5319	-

**Total Other Expense** -

**TOTAL COMMUNITY BLOCK GRANT FUND** -

**SECTION 19.** That there be appropriated from the Lakefront Connectivity & Downtown Redevelopment Grant Fund:

**LAKEFRONT CONNECTIVITY & DOWNTOWN REDEVELOPMENT GRANT FUND**

**Other**

Professional Services	225.711.5319	-
Return of Advance to Fund 101	225.711.5977	-
<b>Total Other Expense</b>		-
<b>TOTAL LAKEFRONT CONNECTIVITY &amp; DOWNTOWN GRANT FUND</b>		-

**SECTION 20.** That there be appropriated from the Coronavirus Relief Grant Fund:

**CORONAVIRUS RELIEF GRANT FUND**

**Personal Services**

Wages	226.715.5140	-
Wages - Part Time	226.715.5199	-
<b>Total Wages &amp; Salaries</b>		-

**Other**

P.E.R.S	226.715.5220	-
Police Pension-City	226.715.5230	-
Medicare	226.715.5260	-
Social Security	226.715.5265	-
Professional Services	226.715.5319	-
Unemployment	226.715.5331	-
Small Equipment & Supplies	226.715.5430	-
Network Equipment & Supplies	226.715.5431	-
Cleaning Supplies	226.715.5460	-
Office Supplies	226.715.5521	-
Small Business Grants	226.715.5568	-
Capital Improvements	226.715.5600	-
<b>Total Other Expense</b>		-
<b>TOTAL CORONAVIRUS RELIEF GRANT FUND</b>		-

**SECTION 21.** That there be appropriated from the NOPEC Grant Fund:

**NOPEC GRANT FUND**

**Other**

Engineering Fees	227.709.5360	-
Capital Improvements	227.711.5600	57,000.00
Return of Advance to Fund 101	227.711.5977	68,144.00
<b>Total Other Expense</b>		125,144.00
<b>TOTAL NOPEC GRANT FUND</b>		<b>125,144.00</b>

**SECTION 22.** That there be appropriated from the Local Fiscal Recovery/ARPA Fund:

**LOCAL FISCAL RECOVERY/ARPA FUND**

**Personnel**

Wages-Firefighters & Officers	228.102.5138	20,000.00
<b>Total Wages &amp; Salaries</b>		<b>20,000.00</b>

**Other**

Small Equipment & Supplies	228.101.5430	-
Capital Improvement-Police	228.101.5600	60,000.00
Capital Improvement-Fire	228.102.5600	356,000.00
Capital Improvement-Recreation	228.303.5600	-
Capital Improvement-Sewer	228.503.5600	-
Capital Improvement-CC HVAC	228.711.5600	-
Capital Improvements-E. 328th St. Sewer Phase 2	228.915.5600	-
Engineering- E. 305th Sewer Rehab.	228.918.5360	44,000.00
Capital Improvement-E. 305th Sewer Rehab.	228.918.5600	318,600.00
<b>Total Other Expense</b>		<b>778,600.00</b>
<b>TOTAL LOCAL FISCAL RECOVERY/ARPA FUND</b>		<b>798,600.00</b>

**SECTION 23.** That there be appropriated from the Law Enforcement Trust Fund:

**LAW ENFORCEMENT TRUST FUND**

**Other**

Small Equip & Supplies	230.101.5430	-
Miscellaneous Expenses	230.101.5568	-
Capital Imp. - Police	230.101.5600	-
<b>Total Other Expense</b>		<b>-</b>
<b>TOTAL LAW ENFORCEMENT TRUST FUND</b>		<b>-</b>

**SECTION 24.** That there be appropriated from the Law Enforcement Cont. Training Fund:

**LAW ENFORCEMENT CONT. TRAINING FUND**

**Personal Services**

Wages-Police Officers	232.101.5135	15,385.22
<b>Total Wages &amp; Salaries</b>		<b>15,385.22</b>

**Other**

Schools & Training	232.101.5513	-
<b>Total Other Expense</b>		<b>-</b>
<b>TOTAL LAW ENFORCEMENT CONT. TRAINING FUND</b>		<b>15,385.22</b>

**SECTION 25.** That there be appropriated from the Earned Benefits Fund:

**EARNED BENEFITS FUND**

**Other**

Retirement Benefit Payout-Communications	240.100.5195	-
Retirement Benefit Payout-Police	240.101.5195	111,000.00
Retirement Benefit Payout-Parks	240.301.5195	-
Retirement Benefit Payout-Building	240.401.5195	-
Retirement Benefit Payout-Transportation	240.601.5195	39,000.00
Retirement Benefit Payout-Mayor's Office	240.701.5195	-
Retirement Benefit Payout-Finance	240.702.5195	-
<b>Total Other Expense</b>		<b>150,000.00</b>
<b>TOTAL EARNED BENEFITS FUND</b>		<b>150,000.00</b>

**SECTION 26.** That there be appropriated from the Fire Loss Claims Fund:

**FIRE LOSS CLAIMS FUND****Other**

Miscellaneous Expenses	241.711.5568	-
<b>Total Other Expense</b>		-
<b>TOTAL FIRE LOSS CLAIMS FUND</b>		-

**SECTION 27.** That there be appropriated from the Bond Retirement Fund:

**BOND RETIREMENT FUND****Other**

Legal Fees	301.711.5318	-
Registrar Fees	301.711.5384	-
State Prop Admin Fees	301.711.5386	6.00
County Treasurer Fees	301.711.5390	500.00
Bond Principal	301.711.5701	-
Bond Interest	301.711.5702	-
Note Principal	301.711.5703	34,068.00
Note Interest	301.711.5704	-
<b>Total Other Expense</b>		34,574.00
<b>TOTAL BOND RETIREMENT FUND</b>		<b>34,574.00</b>

**SECTION 28.** That there be appropriated from the Municipal Tax Increment Equiv. Fund:

**MUNICIPAL TAX INCREMENT EQUIV. FUND****Other**

State Prop Admin Fees	302.710.5386	66.00
County Treasurer Fees	302.710.5390	7,000.00
Legal Fees	302.711.5318	-
Miscellaneous Expenses	302.711.5568	-
Capital Improvement	302.711.5600	-
Note Principal	302.711.5703	-
Note Interest	302.711.5704	-
PILOT Reimbursement to W/E Schools	302.711.5720	225,000.00
<b>Total Other Expense</b>		232,066.00
<b>TOTAL MUNICIPAL TAX INCREMENT EQUIV. FUND</b>		<b>232,066.00</b>

**SECTION 29.** That there be appropriated from the Capital Improvement Fund:

**CAPITAL IMPROVEMENT FUND****Other**

Capital Improvement - General Admin.	401.711.5600	-
Capital Improvement - Police Dept.	401.711.5610	-
Capital Improvement - Fire Dept.	401.711.5611	-
Capital Improvement - Service Dept.	401.711.5612	-
Capital Improvement - Recreation Dept.	401.711.5614	-
Transfer to Fund 301	401.711.5904	-
<b>Total Other Expense</b>		-
<b>TOTAL CAPITAL IMPROVEMENT FUND</b>		-

**SECTION 30.** That there be appropriated from the Stormwater Management Capital Improvement Fund:

**STORMWATER MANAGEMENT CAPITAL IMPROVEMENT FUND**

**Other**

Engineering Fees	420.711.5360	-
Capital improvements	420.711.5600	-
Engineering Fees-Fairway Blvd.	420.931.5360	-
Capital improvements-Fairway Blvd.	420.931.5600	-
<b>Total Other Expense</b>		-
<b>TOTAL STORMWATER MANAGEMENT CAPITAL IMP. FUND</b>		-

**SECTION 31.** That there be appropriated from the Sanitary Sewer Capital Improvement Fund:

**SANITARY SEWER CAPITAL IMPROVEMENT FUND**

**Other**

Capital Improvements	422.503.5600	-
Engineering Fees	422.709.5360	-
Legal Fees	422.711.5318	-
Note Principal	422.711.5703	-
Note Interest	422.711.5704	-
<b>Total Other Expense</b>		-
<b>TOTAL SANITARY SEWER CAPITAL IMPROVEMENT FUND</b>		-

**SECTION 32.** That there be appropriated from the E. 328th Sewer Improvement Phase 2 Fund:

**E. 328TH SEWER IMPROVEMENT PHASE 2 FUND**

**Other**

Engineering Fees	430.915.5360	-
Capital Improvement	430.915.5600	-
Return of Advance to Fund 205	430.915.5978	70,500.00
<b>Total Other Expense</b>		70,500.00
<b>TOTAL E. 328TH SEWER IMPROVEMENT PHASE 2 FUND</b>		<b>70,500.00</b>

**SECTION 33.** That there be appropriated from the E. 327th Sewer Improvement Phase 2 Fund:

**E. 327TH SEWER IMPROVEMENT PHASE 2 FUND**

**Other**

Engineering Fees	431.916.5360	-
Capital Improvement	431.916.5600	-
Return of Advance to Fund 101	431.916.5977	420,000.00
<b>Total Other Expense</b>		420,000.00
<b>TOTAL E. 327TH SEWER IMPROVEMENT PHASE 2 FUND</b>		<b>420,000.00</b>

**SECTION 34.** That there be appropriated from the Fairway Storm Sewer Improvement Fund:

**FAIRWAY STORM SEWER IMPROVEMENT FUND**

**Other**

Engineering Fees	432.917.5360	22,800.00
Capital Improvement	432.917.5600	-
Return of Advance to Fund 205	432.917.5977	37,500.00
<b>Total Other Expense</b>		60,300.00
<b>TOTAL FAIRWAY STORM SEWER IMPROVEMENT FUND</b>		<b>60,300.00</b>

**SECTION 35.** That there be appropriated from the E. 305th St. Sewer Improvement Fund:

**E. 305TH ST. SEWER IMPROVEMENT FUND**

**Other**

Engineering Fees	433.918.5360	60,700.00
<b>Total Other Expense</b>		<b>60,700.00</b>
<b>TOTAL E. 305TH ST. SEWER IMPROVEMENT FUND</b>		<b>60,700.00</b>

**SECTION 36.** That there be appropriated from the Police Pension Fund:

**POLICE PENSION FUND**

**Other**

Police Pension City Liability	801.101.5230	420,000.00
State Prop Admin Fees	801.101.5386	10.00
County Treasurer Fees	801.101.5390	1,000.00
<b>Total Other Expense</b>		<b>421,010.00</b>
<b>TOTAL POLICE PENSION FUND</b>		<b>421,010.00</b>

**SECTION 37.** That there be appropriated from the Security Deposits Fund:

**SECURITY DEPOSITS FUND**

**Other**

Engineering Fees	802.711.5360	4,000.00
Deposit Refunds	802.711.5970	18,000.00
Unclaimed Funds	802.711.5972	2,000.00
<b>Total Other Expense</b>		<b>24,000.00</b>
<b>TOTAL SECURITY DEPOSIT FUND</b>		<b>24,000.00</b>

**SECTION 38.** That there be appropriated from the Donations & Bequests Fund:

**Other**

Donation Purchases	803.811.5800	20,000.00
<b>Total Other Expense</b>		<b>20,000.00</b>
<b>TOTAL DONATIONS &amp; BEQUEST FUND</b>		<b>20,000.00</b>

**TOTAL ALL FUNDS** **20,868,627.39**

**SECTION 39.** That the Finance Director is hereby authorized to make expenditures or payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefore, approved by the Board of Officers authorized by law to approve the same, or an Ordinance or Resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

**SECTION 40.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 3.12 of the Charter of the City of Willowick and Section 121.22 of the Ohio Revised Code.

**SECTION 41.** That the Clerk of Council be and she is hereby requested to deliver a certified copy of this Ordinance to the Lake County Auditor.

**SECTION 42.** That this Ordinance is hereby declared and determined to be an emergency measure necessary for the preservation of the public peace, health and safety of said City for the reason that immediate provision must be made for the appropriation herein provided for and it shall, therefore, be in effect immediately upon its approval by the Mayor of the City.

**PASSED:** \_\_\_\_\_, 2024

**Submitted to the Mayor for his approval**  
**on \_\_\_\_\_, 2024**

**ATTEST:**

\_\_\_\_\_  
**Council President**

**Approved by the Mayor on**  
\_\_\_\_\_, 2024

\_\_\_\_\_  
**Clerk of Council**

\_\_\_\_\_  
**Mayor**



**AMENDED  
ORDINANCE NO. 2024-14**

**AN ORDINANCE AMENDING CHAPTER 921 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “STREETS, UTILITIES AND PUBLIC SERVICES CODE;” SPECIFICALLY, SECTION 921.08, TITLED “SANITARY SEWER RENTAL RATES,” TO PROVIDE A USE CHARGE RATE BASED UPON \$9.8397 PER 100 CUBIC FEET OF WATER, ESTABLISH A MINIMUM QUARTERLY BILLING FOR SUCH USE CHARGE RATE OF \$78.72 PER 800 CUBIC FEET OF WATER, OR PART THEREOF.**

**WHEREAS**, Section 921.08 (b)(1) of the Codified Ordinances of the City of Willowick sets a use charge rate from which every person, firm or corporation whose lots, lands or premises served by a connection with the sanitary sewerage system of the City shall pay for discharging sewage; and

**WHEREAS**, the Administration and Council of the City of Willowick have been advised of the need to amend Section 921.08(b)(1) to provide for a revised use charge rate and a minimum quarterly billing based on that revised use charge rate for sanitary service in the City.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**SECTION 1.** That Chapter 921 of the Codified Ordinances of the City of Willowick, Ohio, titled “STREETS, UTILITIES AND PUBLIC SERVICES CODE”; specifically Section 921.08, titled “SANITARY SEWER RENTAL RATES”, is hereby amended to read and provide as follows:

**921.08 SANITARY SEWER RENTAL RATES.**

(a) There is hereby established a charge for the use of the sanitary sewerage system upon all lots, lands and premises served by a connection with the sanitary sewerage system of the City which charge shall be in addition to any revenues received by a levy of taxes or assessments on the tax duplicated for sewer purposes.

(b)(1) Effective on the first day of the current billing cycle, every person, firm or corporation whose lots, lands or premises are served by a connection with the sanitary sewerage system of the City shall pay for discharging sewage, industrial wastes, waste or other liquids either directly or indirectly into the sanitary sewerage system, a sewer rental charge based upon the quantity of metered water used in or upon such lots, lands, or premises and such charge shall be determined as follows: Each 100 cubic feet of water, or part thereof, measured through any one water meter, at the use charge rate of Nine Dollars and .8397 cents (\$9.8397) and the minimum quarterly billing for such use charge rate shall be Seventy-Eight Dollars and .72 cents (\$78.72) per 800 cubic feet of water, or part thereof per quarter.

Each person qualifying for and enrolled in the Lake County Department of Utilities Water Discount Program shall additionally receive a thirty percent (30%) discount on sewer consumption, up to a maximum of Twenty-Three Dollars and .62 cents (\$23.62) per quarterly billing cycle; such discount shall be implemented as soon as practicable by the Lake County Department of Utilities, subject to its billing operation updates.

(b)(2) The Finance Director...

\* \* \*

**Section 2.** The existing Section 921.08 of the City’s Codified Ordinances is hereby repealed in that said Section to the extent inconsistent herewith is superseded by this legislation.

**Section 3.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

WHEREFORE, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2024

\_\_\_\_\_  
Monica Koudela, Council President

Submitted to the Mayor: \_\_\_\_\_, 2024

\_\_\_\_\_  
Michael J. Vanni, Mayor

Approved by the Mayor: \_\_\_\_\_, 2024

ATTEST: \_\_\_\_\_  
Christine Morgan, Clerk of Council

**ORDINANCE NO. 2024-15**

**AN ORDINANCE AMENDING CHAPTER 139 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “DIVISION OF POLICE;” SPECIFICALLY, SECTION 139.02 TITLED “RESIDENCY REQUIREMENT; BOND”.**

**WHEREAS**, the Council of the City of Willowick believes it to be in the best interest of the City to amend Section 139.02 of the Codified Ordinances of the City of Willowick to eliminate the maximum age at which an individual may receive an original appointment to the Willowick Police Department.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**SECTION 1.** That Chapter 139.02 of the Codified Ordinances of the City of Willowick, Ohio, titled “DIVISION OF POLICE” specifically Section 139.02, titled “Residency Requirement; Bond” is hereby amended to read and provide as follows:

**139.02 AGE; RESIDENCY REQUIREMENT; BOND**

All regular members of the Police Division shall give bond in the sum of one thousand dollars (\$1,000). **There shall be no maximum age limitation for an original appointment to the Willowick Police Department.**

**Section 2.** The existing Section 139.02 of the City’s Codified Ordinances is hereby repealed in that said Section to the extent inconsistent herewith is superseded by this legislation.

**Section 3.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare of the residents of the City of Willowick, and that it will ensure the orderly and efficient testing of civil service candidates.

**WHEREFORE**, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2024

\_\_\_\_\_  
Monica Koudela, Council President

Submitted to the Mayor: \_\_\_\_\_, 2024

\_\_\_\_\_  
Michael Vanni, Mayor

Approved by the Mayor: \_\_\_\_\_, 2024

ATTEST: \_\_\_\_\_  
Christine Morgan, Clerk of Council

**ORDINANCE NO. 2024-16**

**AN ORDINANCE AMENDING CHAPTER 141 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “DIVISION OF FIRE;” SPECIFICALLY, SECTION 141.01 TITLED “COMPOSITION; RANK.”**

**WHEREAS**, the Council of the City of Willowick believes it to be in the best interests of the City to amend Section 141.01 of the Codified Ordinances of the City of Willowick to amend the maximum age at which an individual may receive an original appointment to the Willowick Fire Department.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**SECTION 1.** That Chapter 141.01 of the Codified Ordinances of the City of Willowick, Ohio, titled “DIVISION OF FIRE” specifically Section 141.01, titled “Composition; Rank” is hereby amended to read and provide as follows:

**141.01 COMPOSITION; AGE; RANK.**

(a) The Division of Fire shall consist of the following officers, in order of rank: Chief, five Captains, eight Lieutenants and a maximum number of fifty-eight, who shall be designated as First Class, Second Class and Third Class ~~Firemen~~ **firefighters.**

(b) Upon recommendation of the Chief of Fire and with the approval of the Safety Director, any member of the Fire Division who has at least one year of service as a Third Class firefighter shall advance to Second Class firefighter provided he or she has satisfactorily completed all requirements as prescribed by the Training Officer and the Chief of the Division of Fire, and any member of the Fire Division who has at least one year of service as a Second Class firefighter shall advance to First Class firefighter provided he or she has satisfactorily completed all requirements as prescribed by the Training Officer and the Chief of the Division of Fire.

**(c) There shall be no maximum age limitation for an original appointment to the Willowick Fire Department.**

**Section 2.** The existing Section 141.01 of the City’s Codified Ordinances is hereby repealed in that said Section to the extent inconsistent herewith is superseded by this legislation.

**Section 3.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in

compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**WHEREFORE**, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2024

\_\_\_\_\_  
Monica Koudela, Council President

Submitted to the Mayor: \_\_\_\_\_, 2024

\_\_\_\_\_  
Michael Vanni, Mayor

Approved by the Mayor: \_\_\_\_\_, 2024

ATTEST: \_\_\_\_\_  
Christine Morgan, Clerk of Council

**ORDINANCE NO. 2024-17****AN ORDINANCE ESTABLISHING THE COMPENSATION OF THE DIRECTOR OF LAW OF THE CITY, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Mayor has appointed Stephanie E. Landgraf, an attorney duly admitted to practice law in the State of Ohio, as Director of Law, pursuant to the provisions of Section 5.5 of the Willowick City Charter, for a term commencing January 1, 2024, and terminating December 31, 2027; and

**WHEREAS**, Council has confirmed the appointment of the Director of Law.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Willowick, County of Lake, and State of Ohio:

**Section 1.** That effective April 1, 2024, the Director of Law shall receive compensation as follows:

a) The City shall pay the Law Director Two Thousand Four Hundred Twenty-Three Dollars and Eight Cents (\$2,423.08) bi-weekly for the following: attendance at all regular meetings of Council, and such special and adjoining meetings of Council as the Mayor or Council may request; the preparation of legislation, contracts and legal documents; the furnishing of legal advice as may be required for the various officials, departments, boards or commission of the City; the preparation and supervision of the proceedings for the construction and financing of all improvements of the City; drafting zoning ordinances; services in connection with zoning; services in connection with revisions to the Codified Ordinances of the City; and attendance at meetings and hearings of various commissions and boards of the City, at which the attendance of the Director of Law is requested. Subject to provisions of Sections (b), (c) and (d) hereof, the time required to be expended by the Director of Law in performing the duties hereunder shall not exceed thirty (30) hours per month.

b) For all time in excess of thirty (30) hours per month expended by the Director of Law in performing the duties described in subsection (a) hereof, the City shall pay the Director of Law at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour.

c) For representing the City or performing services for it in any matter of litigation, including the prosecution of proceedings before administrative boards or tribunals, the City shall pay the Director of Law such reasonable compensation as may be approved by the Council of the City.

d) The City shall reimburse the Director of Law for reasonable out-of-pocket expenses incurred by her in the performance of the duties imposed herein.

**Section 2.** In addition to the payment provided in the foregoing paragraphs, the City shall pay the City Prosecutor, appointed by the Law Director, compensation in the amount of One Thousand Three Hundred Forty-Six Dollars and Sixteen Cents (\$1,346.16) bi-weekly.

**Section 3.** Pursuant to Section 5.5 of the Charter, the Director of Law is hereby authorized to retain, at her expense, the services of assistants or designees to assist her in the performance of the duties imposed upon her by virtue of this Ordinance.

**Section 4.** That the Mayor is hereby authorized to enter into an Agreement for Legal Services with Stephanie Landgraf and/or her law firm in accordance with this Ordinance.

**Section 5.** That said Director shall respond to the inquires of Council regarding the services of her Department and such matters that would come within her Department's responsibilities.

**Section 6.** That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed.

**Section 7.** That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provides for the usual daily operation of the municipal law department.

**WHEREFORE**, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2024

\_\_\_\_\_  
Monica Koudela, Council President

Submitted to the Mayor: \_\_\_\_\_, 2024

\_\_\_\_\_  
Michael J. Vanni, Mayor

Approved by the Mayor: \_\_\_\_\_, 2024

Attest: \_\_\_\_\_  
Christine Morgan, Clerk of Council



**ORDINANCE NO. 2024-18**

**AN ORDINANCE ENACTING CODIFIED ORDINANCE 142.02 TITLED  
“CHIEF OF DIVISION OF FIRE.”**

**WHEREAS**, the City of Willowick is a home-rule municipality reserving unto itself all powers of local self-government in its Charter.

**WHEREAS**, the appointment of municipal employees is a matter of local self-government under *City of Cleveland ex rel. Neelon v. Locher* (1971), 25 Ohio St.2d 49, 50.

**WHEREAS**, the City of Willowick Charter clearly and expressly states that the Willowick City Council is authorized to adopt Ordinances that relate to civil service appointments, promotions, demotions, hirings, terminations and all other civil service personnel matters; and that such Ordinances shall prevail over any State civil service statutes that may directly or indirectly conflict therewith.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
WILLOWICK, COUNTY OF LAKE, STATE OF OHIO:**

**Section 1.** Section 141.02 of the Codified Ordinances of the City of Willowick, entitled “CHIEF OF THE DIVISION OF FIRE” is hereby established to read and provide as follows:

**141.02 CHIEF OF DIVISION OF FIRE**

(a) Subject to the orders and directions of the Director of Public Safety, the Chief of the Division of Fire shall be responsible for the organization and supervision of the Division of Fire. Included within the supervisory authority of the Chief shall be firefighters of all ranks, whether part-time or full-time, and any secretaries assigned to the Division. The Chief shall also perform all duties and exercise all authority granted to the Chief in the Willowick Codified Ordinances, the Ohio Revised Code, and the Ohio Administrative Code.

(b) Pursuant to the Charter, the Chief is in the classified service of the City. Vacancies in the position shall be filled first by competitive examination and assessment of eligible Captains and Lieutenants in the Willowick Fire Department conducted by the Civil Service Commission. If less than two (2) internal candidates sit for the examination for the position, or if all internal candidates on the eligibility list decline the appointment, individuals from outside the employ of the City of Willowick shall be eligible to take the competitive examination and assessment for, and subsequently appointed to, the position of Chief.

(c) There shall be no maximum age limitation on an individual appointed to the position of Chief of the Division of Fire.

(d) In all respects not in conflict herewith, the rules of the Civil Service Commission shall apply.

**Section 2.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**WHEREFORE,** this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2024

\_\_\_\_\_  
Monica Koudela, Council President

Submitted to the Mayor: \_\_\_\_\_, 2024

\_\_\_\_\_  
Michael J. Vanni, Mayor

Approved by the Mayor: \_\_\_\_\_, 2024

ATTEST: \_\_\_\_\_  
Christine Morgan, Clerk of Council

<b>ESTIMATE</b>					
<b>CLIENT NAME:</b>	Willowick, OH (S-23)				
<b>Date:</b>	2/29/2024				
<b>CLIENT NUMBER:</b>	ESTIMATE				
<b>PAGE COUNT</b>	<i>Supplement Pages</i>	<i>Backup</i>			
Adopt Ord		5			
Instruction		5			
Cover and Certification		4			
Officials		2			
Preliminary Unit Charter		26	14		
1		67	5		
3		124	22		
5		151	33		
7					
9		6	2		
11		17	5		
13					
15					
<i>Subtotal</i>		407	81		
		\$8,140.00	\$688.50	=	\$8,828.50
<b>CPI</b>				=	\$0.00
<b>PAMPHLETS</b>					
Charter					
Page count		3	=		
Pamphlet Copies	50 sets @ \$2/pg		=		\$6.00
P&Z?					
Page count		25	=	1.875	
Pamphlet Copies	50 sets @ \$2/pg		=		\$50.00
<b>CODE COPIES</b>					
Number					
Rate			=		\$0.00
<b>EDITORIAL FEE</b>					
			=		\$400.00
<b>TOTAL</b>					<b>\$9,284.50</b>
<b>Notes:</b>	Please estimate \$9,100-10,700. (Statutory update through 6/30/2023)				