

## City of Willowick CITY COUNCIL REGULAR MEETING

Tuesday, February 20, 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.

### AMENDED AGENDA

**CALL MEETING TO ORDER** 

PLEDGE ALLEGIANCE

**INVOCATION** 

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

1. Motion to Approve the Minutes from the February 6, 2024, Regular Council Meeting

### APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

### **ADMINISTRATIVE APPEALS**

### 2. CASE 2024-1

Motion to Approve the Appeal of Shoregate Towers, NS, LLC, Lemma Getachew, and Guenet Indale to Willowick Property Maintenance Violation Dated 1-24-2024 (Apt. 850, East Building, 30901 Lakeshore Blvd., Willowick, Ohio)

Motion to Approve Appeal of Shoregate Towers, NS, LLC, Lemma Getachew, and Guenet Indale to Willowick Property Maintenance Violation dated 1-24-2024 (Apt. 850, East Building, 30901 Lakeshore Blvd., Willowick, Ohio) for an Extension of Time for Compliance to March 31, 2024

### 3. Case 2024-2

Motion to Approve the Appeal of Shoregate Towers, NS, LLC, Lemma Getachew, and Guenet Indale to Willowick Property Maintenance Violation Dated 1-23-2024 (Apt. 1250, East Building, 30901 Lakeshore Blvd., Willowick, Ohio)

Motion to Approve Appeal of Shoregate Towers, NS, LLC, Lemma Getachew, and Guenet Indale to Willowick Property Maintenance Violation Dated 1-23-2024 (Apt. 1250, East Building, 30901 Lakeshore Blvd., Willowick, Ohio) for an Extension of Time for Compliance to March 15, 2024

## 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 Sunset Cinema, LLC., for the 2024 Summer Movie Program

### INTRODUCTION & CONSIDERATION OF LEGISLATION

### 5. Ordinance No. 2024-10

An Ordinance Authorizing All Actions Necessary to Accept Northeast Ohio Public Energy Council (NOPEC) 2024 Energized Community Grant and Declaring an Emergency

### 6. Ordinance No. 2024-11

An Ordinance Establishing the 2024 Fee Schedule for the Willowick Recreation Department, Repealing Certain Ordinances, and Declaring an Emergency

### 7. Ordinance No. 2024-12

An Ordinance Providing for the Compensation of Seasonal and Part-Time Employees of the City of Willowick Recreation Department for the Year 2024, and Declaring an Emergency

### 8. Ordinance No. 2024-13

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

### 9 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, Established a Minimum Quarterly Billing for Such Use Charge Rate of \$78.72 per 800 Cubic Feet of Water or Part Thereof

### 10. Resolution No. 2024-2

A Resolution Establishing the City of Willowick Honorary Street Naming Policy

### 1st Reading 1/16/2024; 2nd Reading 2/6/2024; 3rd Reading 2/20/2024

### 11. Resolution No. 2024-9

A Resolution Authorizing the Mayor of the City of Willowick to Enter into an Agreement with the Board of Commissioners of Lake County, Ohio, through its Building Department to Perform Building Code Enforcement Duties for the City of Willowick and Declaring an Emergency

### **MISCELLANEOUS**

- 12. Motion Authorizing the Council Clerk to be Appointed as Council Designee for the Purpose of Sunshine Law Training
- 13. Motion to Authorize the Expenditure of Funds to Pool Supply Unlimited in the Amount of \$11,966.10 for a Swimming Pool Heater Pump for the Recreation Department
- 14. Motion Authorizing an Expenditure to Ciuni & Panichi in the Amount of \$31,465.00 for Conversion of the City's Cash Basis Financial Statements to GAAP Basis Statements and to Comply with GASB Statement No. 34 for Fiscal Year 2023
- 15. Motion Requesting Council to Approve the Recommendation of the Planning Commission for Sew4Service, to be located at 30515 Euclid Ave, Willowick, Ohio.

16 Motion Requesting Council to Approve the Recommendation of the Planning Commission for Salon Studio 723 to be located at 250 E. 312<sup>th</sup> Street Willowick, Ohio.

### **PUBLIC PARTICIPATION**

### **EXECUTIVE SESSION**

15. To Discuss the Employment and Compensation of a Public Employee

### **CLOSE EXECUTIVE SESSION**

### **ADJOURNMENT**

#### ORDINANCE NO. 2024-10

## AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2024 ENERGIZED COMMUNITY GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick, Ohio (the "CITY" or "GRANTEE") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2024 ("NEC Grant(s)") as provided for in the NEC Grant Program guidance; and

WHEREAS the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc., in substantially the form present to the Council to receive on or more NEC Grant(s).

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

Section 1. The Council of the GRANTEE (the "Council") finds and determines that it is in the best interest of the GRANTEE to enter into the Grant Agreement to accept the NEC Grant(s) for 2024, and authorizes the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.

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, Section 121.22 of the Ohio Revised Code.

<u>Section 3.</u> That this Ordinance constitutes an emergency measure in that the same provided for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provide for the usual daily operation of a municipal 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	
Submitted to the Mayor:	, 2024	Monica Koudela, Council President
Approved by the Mayor:	, 2024	Michael J. Vanni, Mayor
ATTEST:		
Christine Morgan, Cl	erk of Council	



## NOPEC Energized Community (NEC) Grant 2024 Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2024, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Community Investment Manager (CIM) will have oversight and day-to-day management responsibility for the program.

<u>Deadlines</u>: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2024. Any grant funds not accepted, with an approved community profile by June 30, 2024, will be returned to the grant pool. Grant funds must be drawn down via disbursement request by November 30, 2026. Funds not drawn down by that date will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1, 2024, will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program on January 1, 2024, only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only on January 1, 2024, will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of the metered accounts enrolled for a minimum of three consecutive months will be applied. The minimum grant amount will not be less than \$250.00 for all eligible communities.

Member counties) will also receive grants based on the communities and programs enrolled through the county membership. Grants will be calculated using the same averaging method as the community grants. County members will receive [\$1.50] for

gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities and counties will be notified by letter in January 2024 of the grant amount available for its use. Each community must enter into a grant agreement, if required, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the profile and disbursement request processes, will be completed, and submitted online.

<u>Processing</u>: The first step for the NEC grant program is completing the community profile. Returning users may use the same account created in 2023 and new grant representatives will create a community profile in the online grant program for a new community.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2024. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete disbursement requests to draw down their accepted NEC Grant funds. New requests will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., invoices, AIA forms, or receipts) must be attached. All disbursement requests must be submitted electronically in the grant system. NEC Grant funds must be drawn down using the first in first out (FIFO) accounting method, meaning communities must draw down previous NEC Grant award balances prior to accessing the 2024 award.

Staff will review each request to determine if it meets the criteria and formally approve each project funded. Communities may begin the work during the review process, but it does not guarantee funding approval. Work that is determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible uses include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Streetlights and traffic lights are also eligible if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging stations and emergency

generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

In addition to the projects listed above, communities may use grant funds for the lease or purchase costs of plug-in electric vehicles.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefiting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional uses are eligible. Each community must request its own grant funds for a multi-jurisdictional use. Non-NOPEC members may be part of a multi-jurisdictional use but will not be eligible for any grant funds from NOPEC.

If a community completed work that meets the eligibility requirements within the previous calendar year it may submit that project for the grant.

If a member community conducts an energy audit for the proposed work, audit costs may be defrayed with grant funds. The audit must be performed by a credentialed professional.

Once the request is reviewed and approved, the community will receive written confirmation. Each approved request will become an exhibit to the Grant Agreement. A member community must be a member in good standing of the Northeast Ohio Public Energy Council, as defined in the NOPEC, Inc. Grant Agreement with the community, at the time of written confirmation and at the time of disbursement to receive a 2024 NEC Grant award.

<u>Project Completion and Funds Disbursement</u>: Communities are responsible for contracting all work to be completed for community-owned facilities or work, in accordance with local requirements, with qualified professionals. Disbursements will be made until funds have been depleted. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. For existing NOPEC communities 2024 NEC Grant awards will become available for disbursement after the community has an approved 2024 profile.

This is not a reimbursement grant, i.e., communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests.

The CIM will review all disbursement requests and submit them for processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The CIM will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program, including whether a community is a member in good standing of NOPEC, shall be final, conclusive, and binding on all grant recipients.

### NOPEC 2024 ENERGIZED COMMUNITY

### GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between
NOPEC, Inc. ("Grantor"), and,County, Ohio ("Grantee"
"Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used
primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC
Energized 2024 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

- 1. **Grant of Funds**. Grantor hereby grants a NOPEC Energized 2024 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.
- 2. Use of Funds. Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2026. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2024 Grant year.
- 3. Accounting of Funds. Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.
- 4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2024, and shall expire on December 31, 2024, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.
- 5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.
- 6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

- 7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.
- 8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.
- 9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

### 10. Termination.

- (a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.
- (b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

### 11. Effects of Termination.

- (a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.
- (b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

- 12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.
- 13. Compliance with Laws. Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

### 14. Miscellaneous.

- (a) Governing Law. The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.
- (b) Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.
- (c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (d) Notices. All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:

Charles W. Keiper, II President NOPEC, Inc. 31360 Solon Road Suite 33 Solon, OH 44139

In cas	se of	Gran	tee,	to:
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(This individual will be the designated grant representative working in the grant website)

Title:	
Name:	
	, Ohio

- (e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.
- (f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- (g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.
- (h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.
- (i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.
- (j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.
- (k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:	GRANTOR:
, Ohio	NOPEC, INC.
Individual Authorized by Grantee's Legislation to accept- see Section I:	
By:	By:
Title:	Title:
Date:	Date:

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

## NOPEC Energized Community (NEC) Grant

The NOPEC Energized Community (NEC) Grant Program provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.



Grants can be used for **government**, **residential**, and **commercial properties**. Here are some examples of what you can do with your grant dollars:

- · Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- · Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- · Installation of radius ceiling fans
- · Energy efficient kitchen appliances





**Step 1:** Submit Profile at nopecgrants.org — Due by

June 30th, 2024

- A. Accept funds by passing community legislation
- B. Complete grant agreement

**Step 2:** Draw Funds — Due by November 30th, 2026

A. Submit disbursement requests

### **Questions?**

Contact Jessica Renner, Community Investment Manager, at grants@nopecinc.org

### **ORDINANCE NO. 2024-11**

# AN ORDINANCE ESTABLISHING THE 2024 FEE SCHEDULE FOR THE WILLOWICK RECREATION DEPARTMENT, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS the orderly operation of the Willowick Recreation Department necessitates that establishment of a fee schedule for the use of City facilities by residents and non-residents of the City of Willowick, as well as the City's provision of recreational programming and activities for residents and non-residents by the City of Willowick Recreation Department.

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

<u>Section 1.</u> Effective January 1, 2024, the following fee schedule for residents and non-residents shall be established in the Willowick Recreation Department:

Facility Usage Fees			
Community Center	Resident \$350.00		
	Resident Deposit \$100.00		
	Non-resident \$700.00		
	Non-resident Deposit \$500.00		
Dudley	Resident \$200.00		
	Resident Deposit \$100.00		
	Non-resident \$400.00		
	Non-resident Deposit \$200.00		
Dudley Pavilion	Resident (only) \$50.00		
Manry Meeting Room	Resident (only) \$90.00/3 hours		
Manry Gym	Resident \$175.00/hour		
	Non-resident \$275.00/hour		
Gym/Room Party Package	Resident (only) \$300.00/3 hours		
Manry Pavilion	Resident (only) \$50.00		
Baseball Fields	\$75.00/night		
Pool Parties	Deposit \$25.00		
	Resident \$300.00		
	Non-resident \$350.00		

Program Fees		
Recreation/Senior Membership	Resident \$12.00	
_	Non-resident \$15.00	
	All Renewal \$8.00	
Swim passes	Resident (child) \$60.00	
-	Resident (adult) \$50.00	
	Resident (family) \$200.00	
	Non-resident \$150.00	
	Senior \$20	
General pool admission	\$10.00/person	
Learn to Swim Lessons	Resident \$75.00	
	Non-resident \$150.00	

Camp	Resident \$850.00
Cump	Non-resident \$1700.00
Camp (Before/After Care)	Resident \$150.00
Camp (Before/After Care)	Non-resident \$175.00
On an Cym	Youth \$5.00
Open Gym	·
	Adult \$10.00, or
	10 for \$20.00 (punch card for Willoughby-Eastlake
	students only)
Youth Basketball	Resident \$45.00 to \$75.00/player
	Non-resident \$55.00 to \$85.00/player
Youth Baseball /Softball	Resident \$50.00 to \$100.00/player
	Non-resident \$50.00 to \$100.00/player + \$10.00
Special Needs (Basketball/Softball)	\$40.00/player
Adult Athletic Leagues	Entry fee \$150.00/team
-	Non-resident \$20.00/player
Flea Market	\$20/\$30.00/table
Craft Fair	\$40.00/table
Safety Town	Resident \$45.00
	Non-resident \$55.00
Pickleball	\$5.00/day or 10 for \$20.00 (punch card)
Officials/Umpire	\$15.00 to \$50.00/game

Section 2. That all ordinances or parts thereof in conflict herewith be and the same are hereby repealed.

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. 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 a municipal department; wherefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Adopted by Council:, 2024	Monica Koudela, Council President
Submitted to the Mayor:, 2024	W. L. IV W
Approved by the Mayor:, 2024	Michael Vanni, Mayor
ATTEST: Christine Morgan, Clerk of Council	

### **ORDINANCE NO. 2024-12**

# AN ORDINANCE PROVIDING FOR THE COMPENSATION OF SEASONAL AND PART-TIME EMPLOYEES OF THE CITY OF WILLOWICK RECREATION DEPARTMENT FOR YEAR 2024, AND DECLARING AN EMERGENCY.

**WHEREAS**, the Council of the City of Willowick believes it to be in the best interest of the City and to the orderly operation of the City of Willowick Recreation Department to adjust the compensation levels for seasonal and part-time employees of that Department for calendar year 2024;

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

Section 1. Compensation for the seasonal and part-time employees of the City of Willowick Recreation Department in the year 2024 shall be paid bi-weekly and in accordance with the following hourly rates of pay:

Type	New Hire	One Year Experience	Two Years Experience	Three Years Experience	Four Years Experience	Five Years or Greater Experience
Pool						
Cashier	\$10.10	\$10.35	\$10.60	\$10.85	\$11.10	\$11.35
Spray Park	\$10.10	\$10.35	\$10.60	\$10.85	\$11.10	\$11.35
Pool Maintenance	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
Lifeguard	\$11.00	\$11.50	\$12.00	\$12.50	\$13.00	\$13.50
WSI	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50
L-T-S Coordinator	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00
Pool Manager	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00
Aquatic Director	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00
Camp						
Certified Teacher	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00
Counselor	\$10.50	\$11.00	\$11.50	\$12.00	\$12.50	\$13.00

Parks						
Maintenance	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Act. Center	ı					
Adm. Assistant	\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00
Attendant	\$10.00	\$10.50	\$11.00	\$11.50	\$12.00	\$12.50
	•					
Seasonal/Pt	Min.\$10.10	Max. \$19.00				

<u>Section 2.</u> That all Ordinances and parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

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.

<u>Section 4.</u> This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick, insofar as it provides for the usual daily operation of the City and its Recreation Department and that it ensures the orderly and uninterrupted efficient operation of the City.

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 - 13**

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
Total Salaries & Wages		504,130.00
Othor		
Other	101.100.5210	150,000,00
Hospitalization P. E. R. S.	101.100.5210	150,000.00 71,000.00
Medicare	101.100.5220	7,350.00
Uniform Allowance	101.100.5270	7,330.00
Schools & Training	101.100.5270	4,800.00
<del>_</del>	101.100.5515	233,150.00
Total Other Expense  Total Safety Communications Depar	tmont	737,280.00
rotal Salety Communications Depar	unent	737,280.00
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
Total Wages and Salaries		2,196,163.46
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 Emergency 9-1-1 Radio Maintenance & Repair Miscellaneous Expenses Capital Improvement Total Other Expense Total Police Department	101.101.5535 101.101.5560 101.101.5561 101.101.5564 101.101.5568 101.101.5600	1,400.00 5,200.00 20,900.00 49,400.00 2,300.00 - 1,216,800.00 3,412,963.46
Fine Decreation & Inchestion		
Fire Prevention & Inspection		
Personal Services	404 400 5400	70 454 45
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
Total Wages & Salaries		1,028,956.23
<u>Other</u>		
Hospitalization	101.102.5210	50,000.00
P. E. R. S.	101.102.5210	10,450.00
Police & Fire Pension	101.102.5220	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	<del>-</del>
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	-
Total Other Expense		344,243.65
Total Fire Department		1,373,199.88
Public Health & Welfare Other Health District Charges Total Other Expense	101.201.5392	150,000.00 150,000.00
Total Other Expense Total Public Health & Welfare		•
i otal Public Health & Welfare		150,000.00

Leisure Time Activities		
Parks & Playgrounds		
Personal Services	101 201 51 10	196 900 00
Wages - Parks - Regular	101.301.5140	186,800.00
Wages - Summer Employees	101.301.5143	13,450.00
Retirement Benefit Payout	101.301.5195	0.000.00
Wages - Overtime  Total Wages & Salaries	101.301.5199	9,000.00 209,250.00
<u>Other</u>		
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
Total Other Expense		276,600.00
Total Parks Department		485,850.00
Swimming Pools Personal Services		
	101.302.5150	119,000.00
Personal Services	101.302.5150	119,000.00 119,000.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries		119,000.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S.	101.302.5220	119,000.00 17,000.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries	101.302.5220 101.302.5260	119,000.00 17,000.00 1,800.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water	101.302.5220 101.302.5260 101.302.5322	119,000.00 17,000.00 1,800.00 5,500.00
Personal Services  Wages - Leisure & Regular  Total Wages & Salaries  P.E.R.S.  Medicare  Water  Small Equip & Supplies	101.302.5220 101.302.5260 101.302.5322 101.302.5430	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00
Personal Services  Wages - Leisure & Regular  Total Wages & Salaries  P.E.R.S.  Medicare  Water  Small Equip & Supplies  Swimming Pool Supplies	101.302.5220 101.302.5260 101.302.5322	119,000.00 17,000.00 1,800.00 5,500.00
Personal Services  Wages - Leisure & Regular  Total Wages & Salaries  P.E.R.S.  Medicare  Water  Small Equip & Supplies	101.302.5220 101.302.5260 101.302.5322 101.302.5430	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00
Personal Services  Wages - Leisure & Regular  Total Wages & Salaries  P.E.R.S.  Medicare  Water  Small Equip & Supplies  Swimming Pool Supplies	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water Small Equip & Supplies Swimming Pool Supplies Swimming Pool Chemicals	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513 101.302.5566	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00 26,000.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water Small Equip & Supplies Swimming Pool Supplies Swimming Pool Chemicals Training	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00 26,000.00 3,000.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water Small Equip & Supplies Swimming Pool Supplies Swimming Pool Chemicals Training Swimming Pool Repairs Capital Improvement Total Other Expense	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513 101.302.5566	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00 26,000.00 3,000.00 14,000.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water Small Equip & Supplies Swimming Pool Supplies Swimming Pool Chemicals Training Swimming Pool Repairs Capital Improvement	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513 101.302.5566	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00 26,000.00 3,000.00 14,000.00 14,300.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water Small Equip & Supplies Swimming Pool Supplies Swimming Pool Chemicals Training Swimming Pool Repairs Capital Improvement Total Other Expense	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513 101.302.5566	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00 26,000.00 3,000.00 14,000.00 14,300.00 94,100.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water Small Equip & Supplies Swimming Pool Supplies Swimming Pool Chemicals Training Swimming Pool Repairs Capital Improvement Total Other Expense Total Swimming Pools	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513 101.302.5566	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00 26,000.00 3,000.00 14,000.00 14,300.00 94,100.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water Small Equip & Supplies Swimming Pool Supplies Swimming Pool Chemicals Training Swimming Pool Repairs Capital Improvement Total Other Expense Total Swimming Pools  Recreation Programs (including Camp)	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513 101.302.5566	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00 26,000.00 3,000.00 14,000.00 14,300.00 94,100.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water Small Equip & Supplies Swimming Pool Supplies Swimming Pool Chemicals Training Swimming Pool Repairs Capital Improvement Total Other Expense Total Swimming Pools  Recreation Programs (including Camp) Personal Services	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513 101.302.5566 101.302.5600	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00 26,000.00 3,000.00 14,000.00 14,300.00 94,100.00 213,100.00
Personal Services  Wages - Leisure & Regular  Total Wages & Salaries  P.E.R.S.  Medicare  Water  Small Equip & Supplies  Swimming Pool Supplies  Swimming Pool Chemicals  Training  Swimming Pool Repairs  Capital Improvement  Total Other Expense  Total Swimming Pools  Recreation Programs (including Camp)  Personal Services  Wages - Director/Chief	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513 101.302.5566 101.302.5600 101.303.5150 101.303.5150 101.303.5151	119,000.00 17,000.00 1,800.00 5,500.00 9,000.00 3,500.00 26,000.00 3,000.00 14,000.00 14,300.00 94,100.00 213,100.00
Personal Services Wages - Leisure & Regular Total Wages & Salaries  P.E.R.S. Medicare Water Small Equip & Supplies Swimming Pool Supplies Swimming Pool Chemicals Training Swimming Pool Repairs Capital Improvement Total Other Expense Total Swimming Pools  Recreation Programs (including Camp) Personal Services Wages - Director/Chief Wages - Leisure - Regular	101.302.5220 101.302.5260 101.302.5322 101.302.5430 101.302.5451 101.302.5452 101.302.5513 101.302.5566 101.302.5600	119,000.00  17,000.00  1,800.00  5,500.00  9,000.00  3,500.00  26,000.00  14,000.00  14,300.00  94,100.00  213,100.00  93,025.00  70,000.00

Wages - Overtime	101.303.5199	800.00
Total Wages & Salaries		290,145.00
-		,
Other	101.303.5210	53,000,00
Hospitalization P. E. R. S.	101.303.5210	53,000.00 40,700.00
Medicare	101.303.5220	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	-
Total Other Expense		236,800.00
Total Recreation		526,945.00
Housing & Building Inspection	404 404 =400	
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
Total Wages & Salaries		232,625.00
<u>Other</u>		
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	-

Total Other Expense Total Building Department		161,720.00 <b>394,345.00</b>
Garbage & Refuse Collection		
<u>Other</u>		
Yardwaste Disposal	101.501.5362	2,000.00
Curbside Recycling	101.501.5363	2,000.00
Total Other Expense		4,000.00
Total Refuse Collection		4,000.00
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
Total Wages & Salaries		167,200.00
<u>Other</u>		
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	-
Total Other Expense		95,800.00
Total Transportation		263,000.00
Technology Dept.		
Personal Services		
Wages - IT Director	101.700.5170	<u>-</u>
Wages - Part Time	101.700.5198	2,470.00
Total Wages & Salaries		2,470.00
-		_, 0.00
Other	404 700 5000	050.00
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
Total Other Expense		39,890.00
Total Technology Dept.		42,360.00

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
Total Wages & Salaries		139,010.00
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	· <u>-</u>
Small Equip & Supplies	101.701.5430	500.00
Schools & Training	101.701.5513	3,500.00
Total Other Expenses		67,100.00
Total Mayor's Office		206,110.00
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	-
Total Wages & Salaries		224,650.00
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	<u>-</u>
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	-
Total Other Expense		151,700.00
Total Finance Department		376,350.00
Legal Administration		
Personal Services		
Legal Retainer	101.703.5114	93,062.00
Total Wages & Salaries		93,062.00
Other	404 700 5000	10.050.00
P. E. R. S.	101.703.5220	13,050.00
Medicare	101.703.5260	1,350.00
Legal Advertising	101.703.5310	7,000.00
Consulting Services	101.703.5318	50,000.00
Law Books & Periodicals	101.703.5512	500.00
Schools & Training	101.703.5513	500.00

Miscellaneous Expenses Total Other Expense Total Legal Department	101.703.5568	500.00 72,900.00 <b>165,962.00</b>
Administrative Support Service Dept.  Personal Services	404 704 5400	04.440.00
Wages - Director/Chief	101.704.5120	91,410.00
Wages - Secretary	101.704.5191	51,820.00
Wages - Overtime  Total Wages & Salaries	101.704.5199	500.00 143,730.00
Total Wayes & Salaries		143,730.00
<u>Other</u>		
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	7,000,00
Maintenance & Repair	101.704.5564	7,000.00
Capital Improvement	101.704.5600	11,500.00
Stormwater Management	101.704.5604	9,000.00
Total Other Expense		226,410.00
Total Service Department		370,140.00
Lawialativa		
Legislative		
Personal Services	101.705.5110	72 000 00
Wages - Council Salaries Wages - Council Clerk	101.705.5110	72,000.00
Total Wages & Salaries	101.705.5115	72,000.00
Total Wayes & Jaianes		72,000.00
<u>Other</u>		
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
Total Other Expense		22,200.00
Total General Govt.		94,200.00
Municipal Court Costs & Fees		
<u>Other</u>		
Court Costs & Fees	101.706.5315	50,000.00
Jury & Witness Fees	101.706.5316	10.00
Total Other Expense		50,010.00

Total Municipal Court		50,010.00
Civil Service Commission		
Other Other	104 707 5047	0.000.00
Civil Service Operations	101.707.5317	8,000.00
Training	101.707.5513	500.00
Total Other Expense	-4:	8,500.00
Total Civil Service Commission Oper	ations	8,500.00
Lands & Buildings		
Personal Services		
Wages - Regular	101.708.5140	54,500.00
Wages - Overtime	101.708.5199	4,000.00
Total Wages & Salaries		58,500.00
<u>Other</u>		
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
Total Other Expense		305,600.00
Total Lands & Buildings		364,100.00
Engineering		
Other Other		
Engineering Fees	101.709.5360	55,000.00
Total Other Expense		55,000.00
Total Engineering Fees		55,000.00
County Auditor Deductions		
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	101.710.5331	4,000.00
County Delinquent Land Advertising	101.710.5355	1,000.00
Total Other Expense		258,820.00
Total County Auditor Deductions		258,820.00
		_00,0_0.30

# Administrative Support Other Contingent Liability Professional Services

101.711.5220 101.711.5319 Telephone 101.711.5324 Insurance 101.711.5330 **Unemployment Compensation** 101.711.5331 Charge for Income Tax Collections 101.711.5340 Ohio Municipal League 101.711.5371 Codification 101.711.5372 Land Acquisitions 101.711.5375 101.711.5376

101.711.5430

101.711.5431

101.711.5513

101.711.5516

101.711.5521

101.711.5568

101.711.5600

101.711.5715

101.711.5904

101.711.5905

101.711.5906

101.711.5909

101.711.5913

101.711.5916

101.711.5921

101.711.5923

101.711.5924

101.711.5925

101.711.5934

101.711.5971

101.711.5972

101.711.5975

101.711.5976

101.711.5989

101.711.5990

101.711.5992

101.711.5993

101.711.5995

101.711.5998

101.711.5991

101.713.5535

Land Acquisitions
Renovation/Demolition Costs
Small Equip & Supplies
Network Equip & Supplies

Schools & Training BWC Grant Expenses Office Supplies Miscellaneous Expenses

Capital Improvements
SID Reimbursements
Transfer to Fund 301
Transfer to Fund 401

Transfer to Fund 220
Transfer to Fund 218
Transfer to Fund 211
Transfer to Fund 213

Transfer to Fund 240
Transfer to Fund 230
Transfer to Fund 420
Transfer to Fund 225

Transfer to Fund 227 Refunds Unclaimed Funds

Advance Fund 214
Advance Fund 213
Advance Fund 223
Advance Fund 205

Advance Fund 225 Advance Fund 227 Advance Fund 420

Advance Fund 224

Advance Fund 433

Total Other Expense

Total Administrative Support

Public Relations

Public Relations

Total Public Relations

Economic Development

Professional Services 101.714.5319 Contract Services 101.714.5354 5,000.00 20,000.00 32,000.00 40,000.00

> 4,000.00 130,000.00 2,500.00 6,000.00

> > 12,000.00 5,000.00 --

18,000.00 10,000.00 -38,000.00

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150,000.00 -----8,000.00

2,000.00

600,000.00 --68,144.00

--1,200,644.00

1,200,644.00

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### **Total Economic Development**

### **TOTAL GENERAL FUND:**

10,752,879.34

### **SECTION 3**. That there be appropriated from the Street Construction, Maintenance & Repair 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
Total Wages & Salaries		317,432.20
<u>Other</u>		
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	-
Total Other Expense		344,440.00
TOTAL SCM&R FUND		661,872.20

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

### STATE HIGHWAY IMPROVEMENT FUND

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

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

### **STREET LIGHTING FUND**

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<u> </u>		
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	-
Total Other Expense		227,024.00
TOTAL STREET LIGHTING FUND		227,024.00

**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
Total Wages & Salaries		308,550.00
<u>Other</u>		
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	174,515.00
Note Interest	205.711.5704	5,823.00
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	-
Total Other Expense		3,490,338.00
TOTAL SEWER REVENUE FUND		3,798,888.00

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

## POLICE & FIRE CAPITAL IMPROVEMENT FUND Other

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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	-
Total Other Expense		319,025.00
TOTAL POLICE & FIRE CAPITAL FUND		319,025.00

### **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	208.102.5128	758,823.61
Wages - Secretary	208.102.5136	23,319.00
Retirement Benefit Payout	208.102.5191	23,319.00
Wages - Overtime	208.102.5199	450.00
Total Wages & Salaries	200.102.3199	841,873.28
Total Wayes & Salaries		041,073.20
<u>Other</u>		
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

## Total Other Expense 274,282.35 TOTAL FIRE EMERGENCY RESCUE FUND 1,116,155.63

**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	-
Total Wages & Salaries		-

### **Other**

211.503.5220	-
211.503.5260	-
211.503.5360	-
211.503.5386	14.00
211.503.5390	1,500.00
211.503.5569	-
211.503.5600	-
	1,514.00
R LATERAL LEVY FUND	1,514.00
	211.503.5260 211.503.5360 211.503.5386 211.503.5390 211.503.5569 211.503.5600

**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	915,000.00
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	-
Total Other Expense		951,144.00
TOTAL STREET IMPROVEMENT LEVY F	UND	951.144.00

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

### RECREATION IMPROVEMENT LEVY FUND

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<u> Ctitor</u>		
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	-
Total Other Expense		65,808.00
TOTAL RECREATION IMPROVEMEN	IT LEVY FUND	65.808.00

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

### PERMISSIVE LICENSE FEE FUND

Other
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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	-
Total Other Expense		117,000.00
TOTAL PERMISSIVE LICENSE FEI	E FUND	117,000.00

**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	-
Total Other Expense		1,500.00
TOTAL DILLEDUCATION & ENFORCE	1 500 00	

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

### **DRUG LAW ENFORCEMENT FUND**

<u>Other</u>

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

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

### **SENIOR CITIZENS CENTER FUND**

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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
<u>Other</u>		
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 CENT	ER FUND	160,690.00

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

### **EMERGENCY MANAGEMENT FUND**

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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**

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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		-

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

TOTAL HOMELAND SECURITY GRANT FUND

### **COMMUNITY BLOCK GRANT FUND**

### <u>Other</u>

TOTAL COMMUNITY BLOCK GRANT FUND		-
Total Other Expense		-
Professional Services	224.951.5319	-
CDBG - Hearts & Hammers	224.950.5517	-
Return of Advance to 101	224.711.5977	-

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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 Total Other Expense -

**TOTAL LAKEFRONT CONNECTIVITY & DOWNTOWN GRANT FUND** 

**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

 Total Wages & Salaries

**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 **Total Other Expense** 

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

TOTAL CORONAVIRUS RELIEF 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

 Total Other Expense
 125,144.00

 TOTAL NOPEC GRANT FUND
 125,144.00

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

 Total Wages & Salaries
 20,000.00

<u>Other</u>

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 Phas	e 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
Total Other Expense	778,600.00	
TOTAL LOCAL FISCAL RECOVERY/ARPA	FUND	798,600.00

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

### **LAW ENFORCEMENT TRUST FUND**

### <u>Other</u>

 Small Equip & Supplies
 230.101.5430

 Miscellaneous Expenses
 230.101.5568

 Capital Imp. - Police
 230.101.5600

 Total Other Expense

 TOTAL LAW ENFORCEMENT TRUST FUND

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

 Total Wages & Salaries
 15,385.22

### Other

Schools & Training 232.101.5513 Total Other Expense -

TOTAL LAW ENFORCEMENT CONT. TRAINING FUND 15,385.22

**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	-
Total Other Expense		150,000.00
TOTAL EARNED BENEFITS FUND		150,000.00

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

# FIRE LOSS CLAIMS FUND

Other

Miscellaneous Expenses 241.711.5568 Total Other Expense -

TOTAL FIRE LOSS CLAIMS FUND -

**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 6.00 State Prop Admin Fees 301.711.5386 County Treasurer Fees 500.00 301.711.5390 **Bond Principal** 301.711.5701 **Bond Interest** 301.711.5702 Note Principal 301.711.5703 34,068.00 Note Interest 301.711.5704 34,574.00 **Total Other Expense TOTAL BOND RETIREMENT FUND** 34,574.00

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 **Total Other Expense** 232,066.00 TOTAL MUNICIPAL TAX INCREMENT EQUIV. FUND 232,066.00

**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 Total Other Expense

TOTAL CAPITAL IMPROVEMENT FUND -

**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 Total Other Expense -

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

TOTAL STORMWATER MANAGEMENT CAPITAL IMP. 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

 Total Other Expense

 TOTAL SANITARY SEWER CAPITAL IMPROVEMENT FUND

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

 Total Other Expense
 70,500.00

 TOTAL E. 328TH SEWER IMPROVEMENT PHASE 2 FUND
 70,500.00

**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

 Total Other Expense
 420,000.00

 TOTAL E. 327TH SEWER IMPROVEMENT PHASE 2 FUND
 420,000.00

**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
Total Other Expense		60,300.00
TOTAL FAIRWAY STORM SEWER IMPROVEMENT FUND		60,300.00

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

 Total Other Expense
 60,700.00

 TOTAL E. 305TH ST. SEWER IMPROVEMENT FUND
 60,700.00

**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
Total Other Expense		421,010.00
TOTAL POLICE PENSION FUND		421,010.00

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

## SECURITY DEPOSITS FUND

<u>Other</u>

Engineering Fees	802.711.5360	4,000.00
Deposit Refunds	802.711.5970	18,000.00
Unclaimed Funds	802.711.5972	2,000.00
Total Other Expense		24,000.00
TOTAL SECURITY DEPOSIT FUN	D	24,000.00

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

Other

 Donation Purchases
 803.811.5800
 20,000.00

 Total Other Expense
 20,000.00

 TOTAL DONATIONS & BEQUEST FUND
 20,000.00

TOTAL ALL FUNDS 20,681,479.39

**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:, 202	4
Submitted to the Mayor for his approval	Council President
on, 2024	
ATTEST:	Approved by the Mayor on, 2024
Clerk of Council	 Mayor

#### 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.

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

\* \* \*

<u>Section 2.</u> 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	Mighael I Vanni Mayor
Approved by the Mayor:, 2024	Michael J. Vanni, Mayor
ATTEST: Christine Morgan, Clerk of Council	

### **RESOLUTION NO. 2024-2**

# A RESOLUTION ESTABLISHING THE CITY OF WILLOWICK HONORARY STREET NAMING POLICY

**WHEREAS**, the City of Willowick desires to establish a policy by which citizens may make application to the City to honor an individual or group of individuals that have made significant contributions or impact to the City by permitting the honorary naming of a portion of a City street in their name(s); and

WHEREAS, the Streets, Sewers and Sidewalks subcommittee of Council has recommended the establishment of guidelines/policy to govern applications submitted to the City for the naming of streets in honor of individual or group of individuals; and

**WHEREAS**, the City finds the policy established by the Streets, Sewers and Sidewalks subcommittee for the honorary naming of portions of City streets to be appropriate and in the best interests of the City and the orderly operation of its administration.

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

<u>Section 1.</u> The City hereby establishes and adopts the Honorary Street Naming Policy set forth on the annexed Exhibit A, which may be amended from time to time by majority vote of the Council of the members of City of Willowick.

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.

<u>Section 3</u>. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety by the City and for the further reason that it is necessary to provide for the orderly operation of the City's administration and municipal departments; wherefore this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED:, 2024	
	Monica Koudela, President of Council
<b>SUBMITTED</b> to the Mayor for his approval	
on, 2024	
	APPROVED by the Mayor on
	, 2024
ATTEST:	
Christine Morgan, Clerk of Council	Michael J. Vanni, Mayor

# City of Willowick Honorary Street Naming Policy

<u>Purpose</u>. The City of Willowick Honorary Street Naming Policy allows citizens or organizations to make application to the City of Willowick to honor an individual or group of individuals that have made significant contributions or impact to the City of Willowick by providing an honorary designation of a portion of a City street in honor of the individual or individuals.

Qualifications of Honoree(s). The honoree(s) must be resident(s) of the City of Willowick that: (a) is deceased or retired from a distinguished career for a minimum of two (2) years, (b) made significant contributions to the community, arts, science, religion, entertainment, philanthropic cause or business, (c) volunteered time and effort for the betterment of the city, state or country, or (d) served with distinction in the United States armed forces or City safety forces.

**Street**. The honorary naming of a street is permitted for a portion (1 block) of a City street, only. Where an honorary street sign is installed, the original name of the street and postal addresses will remain the same. The honorary sign will be different in color or design and will be added or incorporated into the original street sign. The design will be white lettering on a blue background.

<u>Application for Honorary Street Name Designation</u>: An individual or organization requesting the honorary designation shall submit their application to the Council Member of the Ward in which the sign is to be placed. The Council Member shall submit the application with his/her recommendation or opposition to the City of Willowick Streets, Sewers and Sidewalks Committee.

All applications shall contain the following:

- (1) Name, address and telephone number of the applicant; and
- (2) Name of honoree(s) as it would appear on the sign; and
- (3) Summary of the reason for the request and qualifications of the honoree(s) in accordance with this policy; and
- (4) The address and geographical map clearly marked or highlighted of portion of the City street the application is seeking the honorary designation; and
- (5) Application fee of \$100.00 (to be applied towards the costs of the approved sign; if the sign is not approved, the application fee will be returned to the applicant).
- (6) If the application is for an honorary designation on a residential street, the application shall be accompanied by the consent of at least seventy percent (70%) of the property owners of the street.

<u>Approval</u>. After submission of the application to the Streets, Sewers and Sidewalks committee, the committee shall provide notice to the property owners within the portion of the street to be designation at least fourteen (14) days prior to the meeting at which the application will be considered; those speaking in favor or in opposition to the application may speak at said meeting. Following the meeting, the committee shall submit its recommendation to approve or deny the application to the City Council.

The City Council shall consider the recommendation of the committee, and any other information it deems relevant to the honorary designation, in its legislative approval or denial of the application.

**Removal.** The City shall bear the costs of production and installation of the sign. The City reserves the right to terminate the program, remove the honorary designation or take possession of the honorary sign for any reason, in the sole discretion of the City Council. The City will bear responsibility for maintenance of honorary signs.

#### **RESOLUTION NO. 2024-9**

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF LAKE COUNTY, OHIO THROUGH ITS BULDING DEPARTMENT TO PERFORM BUILDING CODE ENFORCEMENT DUTIES FOR THE CITY OF WILLOWICK AND DECLARING AN EMERGENCY.

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

<u>Section 1</u>. That the Mayor of the City of Willowick is hereby authorized to enter into the contract with the Board of Lake County Commissioners, through its Building Department, to provide perform Building Code Enforcement duties in the City of Willowick, and in a form substantially similar to the written Agreement annexed as Exhibit A and incorporated herein, and to execute any and all documentation necessary to formalize the validity and implementation of that contract and agreement.

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.

<u>Section 3.</u> 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 further provides for the usual and necessary operating of the City of Willowick Housing and Zoning Department; 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 J. Vanni, Mayor



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Where Relationships Count.

February 6, 2024

Mayor Michael J. Vanni City of Willowick, Ohio 30435 Lakeshore Boulevard Willowick, OH 44095

We are pleased to confirm our acceptance and understanding of the services we are to provide for the City of Willowick, Ohio (the "City") for the year ended December 31, 2023.

You have requested that we prepare the financial statements of the City, which comprise the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. You have also requested that we prepare the required supplementary information based on information provided by you.

# **Our Responsibilities**

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the City or noncompliance with laws and regulations.

25201 Chagrin Boulevard Cleveland, Ohio 44122.5683 p. 216.831.7171 f. 216.831.3020

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# **Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 3) The prevention and detection of fraud.
- 4) To ensure that the City complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- 6) To provide us with:
  - Documentation, and other related information that is relevant to the preparation and presentation of the financial statements.
  - Additional information that may be requested for the purpose of the preparation of the financial statements, and
  - Unrestricted access to persons within the City with whom we determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

### **Other Relevant Information**

Frank A. Eich is responsible for supervising the engagement.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to you.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

To ensure that Ciuni & Panichi, Inc.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

During the term of this engagement and for a period of 12 months after an employee or contractor of Ciuni & Panichi, Inc. has completed performance of services under this engagement letter, the City will not directly or indirectly contract with, or solicit to employ (or cause to be solicited for the purpose of employment), the employees and contractors of Ciuni & Panichi, Inc. providing services hereunder. In the event the City fails to comply with its obligation(s) under this paragraph, Ciuni & Panichi, Inc. reserves the right to seek damages resulting from violation of this paragraph, including liquidated damages and, not as a penalty, the compensation paid by Ciuni & Panichi, Inc. to said employee or contractor during the three months preceding the City breach.

### Our base fees will be as follows:

Conversion of the cash basis working trial balance of the City to the accrual basis in order to conform to U.S. GAAP	\$ 22,715
Preparation of the financial statements to comply with the reporting model required by GASB Statement No. 34	\$ 7,250
Preparation of GASB 87 schedules and related notes based on actual hours incurred and billed at our standard hourly rates. A range is provided in case some work is necessary because it is determined at a later date that there is a new lease or a modifications to an existing	
lease.	\$ 250 - \$1,500

These fees are based on anticipated cooperation from your personnel, specifically the completion of the required information outlined in the prepared by client list and the assumption that unexpected circumstances will not be encountered during the preparation. If significant additional time is necessary, we will discuss it with you and arrive at an estimate of additional fees before we incur the additional costs.

In addition, Ciuni & Panichi, Inc. will assist the City with the implementation of Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements*. Our fee will be based upon actual hours incurred and will be billed at our standard hourly rates, not to exceed \$4,000. If the implementation of GASB Statement No. 96 requires significant additional time, we will discuss it with you and arrive at an estimate of additional fees before we incur the additional costs.

We may also utilize a third-party software, LeaseCrunch, to assist with the required calculations while also populating data necessary for journal entries and disclosures. If LeaseCrunch is used, an additional technology fee of \$80 per lease/subscription will be included and will be based on the number of leases/subscriptions that are tracked in the software. We will work with the City to determine if LeaseCrunch should be used and to identify which leases/subscriptions are deemed significant and should be tracked in the software. Insignificant and short-term subscriptions will be excluded to reduce this fee.

If we determine that GASB Statement No 94 Public-Private and Public-Public Partnerships and Availability Payment Arrangements or GASB Statement No 97 Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—An Amendment of GASB Statements No. 14 AND No. 84, and a Supersession of GASB Statement No. 32 are applicable to the City we will discuss the implementation of these standards and discuss a fee at that time.

Billings will be rendered as work progresses so you may readily relate our charges to the work performed. Each invoice will be payable on receipt. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until current status is reached. Amounts due after 60 days will become subject to a 1.5% monthly interest charge, which will be added to the existing outstanding balance.

The parties shall attempt in good faith to resolve any dispute arising out of or relating to the engagement, including any dispute over invoiced amounts, promptly by negotiations between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 20 days of the delivery of said notice, executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within 20 days, either party may initiate mediation of the controversy or claim as provided herein.

If the dispute has not been resolved by negotiation as provided above, the parties shall endeavor to settle the dispute by mediation under the then current Center for Public Resources (CPR) Model Procedure for Mediation of Business Disputes. The neutral third party will be selected from the CPR panel of neutrals within 20 days of the initiation of the mediation process. If the parties encounter difficulty in agreeing on a neutral, they will seek the assistance of the CPR in the selection process. The mediation shall occur at the time and place selected by the mediator.

In the event mediation does not resolve the dispute, the parties may pursue their respective legal remedies.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Ciuni & Panichi, Ime.

CIUNI & PANICHI, INC.

Very truly yours,

This letter correctly sets forth the understanding of the City of Willowick, Oh	nio:
ignature	
l'itle	