



City of Willowick
City Council Special Meeting
Wednesday, July 21, 2021 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 245-6033 at least three working days before the meeting.

Agenda

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

ADJOURN TO EXECUTIVE SESSION

To discuss the purchase of real estate and compensation and employment of a public employee.

RETURN TO TABLE FROM EXECUTIVE SESSION

OTHER BUSINESS

1. Resolution no. 2021-21 (Law Director)

A Resolution authorizing the Mayor to enter into an agreement with the City of Wickliffe, Ohio, hiring and employing a shared Economic Development Manager, and declaring an emergency.

ADJOURNMENT

RESOLUTION NO. 2021-21

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF WICKLIFFE, OHIO, HIRING AND EMPLOYING A SHARED ECONOMIC DEVELOPMENT MANAGER, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick seeks to foster, create, promote and support activities that create jobs and economic and community development within the territorial boundaries of the City of Willowick; and

WHEREAS, the City desires to enter into an Agreement jointly with the City of Wickliffe, Ohio (hereinafter referred to as “Wickliffe”), wherein Wickliffe will hire and employ a Shared Economic Development Manager to work cooperatively with each municipality to create jobs and promote economic and community development in Western Lake County, Ohio, all pursuant to terms and conditions that are set forth in the Agreement, found to be agreeable and acceptable to each municipality; and

WHEREAS, this City Council agrees that the shared arrangement, pursuant to the terms of the said Agreement will be economically beneficial to the City of Willowick.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into the Agreement for Shared Economic Development Manager with Wickliffe, and in a form substantially similar to the written Agreement for Shared Economic Development Manager, a copy of which is annexed as Exhibit “A” and incorporated herein and to execute any and all documentation necessary to formalize the validity and implementation of that 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.

Section 3. 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 needs of the City by and through the services of an economic development manager; wherefore this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____, 2021

Robert Patton, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2021

APPROVED by the Mayor on
_____, 2021

ATTEST:

Angela Trend, Clerk of Council

Richard J. Regovich, Mayor

AGREEMENT FOR SHARED ECONOMIC DEVELOPMENT MANAGER

THIS AGREEMENT FOR SHARED ECONOMIC DEVELOPMENT MANAGER (“Agreement”) is entered into this _____ day of _____ 2021 by and between the City of Willowick (“Willowick”), a municipal corporation duly organized and validly existing under the laws of the State and its Charter; and the City of Wickliffe (“Wickliffe”), a municipal corporation duly organized and validly existing under the laws of the State and its Charter. Wickliffe and Willowick are hereinafter sometimes collectively referred to as the "Parties" or individually as “Party”. Wickliffe and Willowick are hereinafter sometimes collectively referred to as "Cities" or individually as "City".

WITNESSETH, THAT:

WHEREAS, pursuant to the laws of the State and the Charter of each City, each of Wickliffe and Willowick is authorized to foster, create, promote and support activities that create jobs and economic and community development within the territorial boundaries of each City;

WHEREAS, the Parties desire to work cooperatively to create jobs and promote economic and community development in western Lake County by setting forth terms and provisions for each of the Cities to receive the services of a shared economic development manager ("Economic Development Manager") whose position description is set forth in Exhibit A hereto;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I – DEFINITIONS

A. The term "Willowick Economic Development Purposes", includes, but is not limited to, the general and/or particular items, purposes and/or plans that Willowick desires for the Economic Development Manager to pursue during the term of this Agreement, including any extensions of this Agreement. Willowick Economic Development Purposes are not exhaustive of the types of activities desired by Willowick for the Economic Development Manager. Such purposes are included in this Agreement in order to provide and give to the other Party an understanding of Willowick's desires for the Economic Development Manager and to provide a basis for the Parties to agree that Willowick Economic Development Purposes can be achieved within the parameters of this Agreement relating to Economic Development Manager time allocated to Willowick.

B. The term "Wickliffe Economic Development Purposes", includes, but is not limited to, the general and/or particular items, purposes and/or plans that Wickliffe desires for the Economic Development Manager to pursue during the term of this Agreement, including any extensions of this Agreement. Wickliffe Economic Development Purposes are not exhaustive of the types of activities desired by Wickliffe for the Economic Development Manager. Such purposes are included in this Agreement in order to provide and give to the other Parties an understanding of Wickliffe's desires for the Economic Development Manager and to provide a basis for the Parties to agree that Wickliffe Economic Development Purposes can be achieved within the parameters of this Agreement relating to Economic Development Manager time allocated to Wickliffe.

ARTICLE II - ECONOMIC DEVELOPMENT MANAGER

The Parties agree that the City of Wickliffe shall hire and employ, as a full-time employee of the City of Wickliffe, an Economic Development Manager whose purpose of employment is to assist the Cities to achieve their respective Wickliffe Economic Development Purposes and Willowick Economic Development Purposes.

The Economic Development Manager shall have work space available jointly in each City. The Economic Development Manager shall receive direction and support from the City of Wickliffe to achieve the objectives of this Agreement. The Economic Development Manager will spend a minimum of one

day/week at the City Hall of each of the Cities and will be available for one City Council meeting each month for each of the Cities. The Parties agree that the Economic Development Manager will use his or her best efforts to assure that his or her time is equally divided on behalf of each City's efforts and will work on the City's efforts when he or she is physically located each week in that City. The Economic Development Manager will coordinate and provide Business Retention and Expansion services within each City working closely with Chambers of Commerce.

The Parties agree that the Economic Development Manager shall be paid a yearly salary in the amount not to exceed \$60,480, effective August 1, 2021. The Economic Development Manager's salary shall be paid bi-weekly to the Economic Development Manager by the City of Wickliffe. The City of Willowick agrees to pay to the City of Wickliffe on or before the first day of each quarter, its proportionate share of the City of Wickliffe's obligation for Economic Development Manager salary and benefits for that upcoming quarter as provided in Article III below.

The Economic Development Manager shall be provided full-time employee benefits including one hundred-twenty (120) hours vacation time, sixteen (16) hours personal leave time, and standard sick leave annually by the City of Wickliffe. The Parties agree to work together to create a performance review matrix for the Economic Development Manager. Each Party will be responsible for providing a performance review of the Economic Development Manager on an annual basis at the same time as other City of Wickliffe employees receive their annual review. Each of the Parties will be responsible for including in the performance review the Economic Development Manager's performance in achieving both Wickliffe Economic Development Purposes and Willowick Economic Development Purposes.

ARTICLE III - OBLIGATIONS OF THE CITIES AND WICKLIFFE

A. Obligations of the Cities and Wickliffe. The Cities will provide a computer, IT services, cell phone reimbursement in the amount of forty dollars (\$40.00) per month, and work space. The City of Wickliffe will be responsible for the Economic Development Manager's payroll and will issue checks to the Economic Development Manager every two weeks. The City of Wickliffe will invoice the City of Willowick on or before March 1, June 1, September 1, and December 1 of each year, requesting payment of the City's proportionate share of the costs of the Economic Development Manager to be paid by the City of Wickliffe for costs for the following quarter commencing April 1, July 1, October 1, and January 1. Costs to be invoiced include, but are not limited to, salary, benefits, taxes and insurance, education, seminars, memberships, etc. The City of Wickliffe and the City of Willowick will work together to provide any audit or record keeping required in connection with the Economic Development Manager. Mileage and other incidental expenses shall be shared by the Cities.

Any and all costs or expenses incurred by the Economic Development Director must be approved and authorized in advance by the Mayor of each respective municipality.

B. Obligations of the Cities. Each City will provide work space in their City Hall or other comparable office space for the Economic Development Manager to work.

1. Annually, each City agrees to cause to be submitted to its City Council a budget that includes the City's annual proportionate share of the cost of the Economic Development Manager. The City agrees to use its best efforts to cause its City Council to approve the Economic Development Manager budget and appropriate necessary funding to pay the costs of the Economic Development Manager. Each City agrees that it will notify the other City if such budgeting and appropriations does not occur prior to December 31 of each year that this Agreement is effective.

2. Each City agrees to provide direction and set priorities for the Economic Development Manager relating to Business Retention and Expansion in achieving each City's

Economic Development Purposes.

ARTICLE IV - TERM OF AGREEMENT

A. The Parties agree that the term of this Agreement end December 31st, 2022, subject to annual appropriation each year by each City Council. The Cities acknowledge and agree with each other that the payment of their respective costs of the Economic Development Manager creates an interdependence of their respective obligations to the other Parties of this Agreement.

B. This Agreement may be extended at the end of the Agreement by each Party signing a certificate affirming the new term of the Agreement and providing any additional terms for the Agreement.

ARTICLE V - TERMINATION OR SUSPENSION

A. Commencing on December 31, 2022, and on the same date annually thereafter, any City may provide written notice to the other Parties that it is seeking to terminate this Agreement and will not be including in its annual budget for the next fiscal year funding for the Economic Development Manager. The other City may elect to continue the Agreement by increasing their proportionate share of the costs of the Economic Development Manager or the Parties may agree to terminate this Agreement. In the event the City of Wickliffe terminates this Agreement, and the other City does not choose to terminate this Agreement, then the other City shall amend this Agreement to remove the City of Wickliffe as the Employer under this Agreement.

B. In the event of termination, the Parties shall use their best efforts to conclude their activities. The Parties shall keep and maintain records of activities for future economic development activities of the Cities.

C. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by a City pursuant to this Agreement shall be charged a penalty of \$500.00 per delinquent obligation.

ARTICLE VI - DISPUTERESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each Party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement.

The parties agree that if one City has caused an increase in costs associated with the Economic Development Manager due to the action or inaction of that City alone, the other City will not be required to share in any increase in costs associated with the Economic Development Manager caused by that City. The parties agree that any qualified third-party providing dispute resolution services shall give effect to the foregoing sentence of this paragraph in any dispute resolution process.

ARTICLE VII - MAINTENANCE OF RECORDS AND AUDIT

The Parties shall develop procedures for the maintenance of books and records pertaining to costs and expenses of this Agreement.

ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Parties each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. No Party shall create, without the consent of all of the Parties, any additional financial obligations in connection with the Economic Development Manager except those expressly outlined herein.

ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

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

If to the City of Wickliffe, John A. Barbish, Mayor
City of Wickliffe
28730 Ridge Road
Wickliffe, OH 44092

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

CITY OF WILLOWICK

CITY OF WICKLIFFE

By: _____

By: _____

It's: **MAYOR**

It's: **MAYOR**

Date: _____

Date: _____

CERTIFICATE

The undersigned Director of Finance of the City of Willowick, Ohio ("City") under the foregoing Agreement ("Agreement") hereby certifies that the money required to meet the obligations of the City during the year 2021 under that Agreement has been lawfully appropriated by the City Council of the City for such purposes and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

**Director of Finance
City of Willowick, Ohio**

Date

CERTIFICATE

The undersigned Director of Finance of the City of Wickliffe, Ohio ("City") under the foregoing Agreement ("Agreement") hereby certifies that the money required to meet the obligations of the City during the year 2021 under that Agreement has been lawfully appropriated by the City Council of the City for such purposes and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

**Director of Finance
City of Wickliffe, Ohio**

Date