



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, May 02, 2023 at 7:30 PM
City Council Chambers

ADA NOTICE

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

AGENDA

CALL MEETING TO ORDER

1. The Ninth Meeting of Council

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

2. A Motion to Approve the Minutes of the April 18, 2023, Regular Council Meeting

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

3. A Proclamation Recognizing James Keough as Eagle Scout (with Presentation)

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Recreation Director – Julie Kless

City Engineer – Tim McLaughlin

Finance Director – Cheryl Benedict

Law Director – Stephanie Landgraf

Police Chief – Brian Turner

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, Koudela, Mohorcic

Safety – Phares, Malta, Bisbee

Service, Utilities & Public Lands – Malta, Phares, Bisbee

Streets, Sidewalks & Sewers – Malta, Antosh, Mohorcic

Tax Compliance – Koudela, Antosh, Patton

Moral Claims – Antosh, Phares, Patton

Budget – Koudela, Bisbee, Mohorcic

LIAISON REPORTS

Planning – Phares/Alternate Koudela

Board of Zoning Appeals – Koudela/Alternate Mohorcic

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

INTRODUCTION & CONSIDERATION OF LEGISLATION

4. Amended Ordinance No. 2023-13

An Amended Ordinance Amending Ordinance No. 2005-64 Establishing the Compensation for the Position of Mayor of the City of Willowick, Repealing Certain Ordinances

1st Reading 4/18/2023; 2nd Reading 5/2/2023

5. Amended Ordinance No. 2023-14

An Amended Ordinance Amending Ordinance 2023-3 Providing for the Compensation of the Appointed Officials and Certain Other Employees of the City, Repealing Certain Ordinance

1st Reading 4/18/2023; 2nd Reading 5/2/2023

6. Ordinance No. 2023-15

An Ordinance Amending Chapter 549 of the Codified Ordinances of the City of Willowick, Ohio, titled "Weapons and Explosives;" Specifically, Section 549.10 titled "Fireworks," and Declaring an Emergency

7. Resolution No. 2023-21

A Resolution Setting Forth No Objection to the Submerged Land Lease and Proposed Shore Structure Application for Real Property Located at 31925 Lakeshore Boulevard, Willowick, Ohio, owned by Robert and Eileen Elias, and Declaring an Emergency

8. Resolution No. 2023-22

A Resolution Setting Forth No Objection to the Submerged Land Lease and Proposed Shore Structure Application for Real Property Located at 31927 Lakeshore Boulevard, Willowick, Ohio, owned by Nikolas and Laura Janek, and Declaring an Emergency

9. Resolution No. 2023-23

A Resolution Setting Forth No Objection to the Submerged Land Lease and Proposed Shore Structure Application for Real Property Located at 32001 Lakeshore Boulevard, Willowick, Ohio, owned by B. Michael Baruschke Trust, and Declaring an Emergency

MISCELLANEOUS

10. Motion Authorizing CT Consultants to Prepare Specifications, Details, and Bid Documents, Advertise and Obtain Bids, and Provide Construction Administration Services for the Fairway Storm Sewer Repair Project for a Fee of \$75,000 in Accordance with the Agreement for Engineering Service

TABLED 3/21/2023; 4/4/2023; 4/18/2023

11. A Motion Allowing the Mayor to Enter into a Contract with Ohio Mobile Gaming for the Use of Inflatables for Summer Camp in the City of Willowick on July 6, 2023
12. A Motion Allowing the Mayor to Enter into a Contract with Ohio Mobile Gaming for the Use of Inflatables for Summer Camp in the City of Willowick on July 19, 2023
13. A Motion Allowing the Mayor to Enter into a Contract with Ohio Mobile Gaming for the Use of Inflatables for Summer Camp in the City of Willowick on July 22, 2023
14. Motion to Approve the Operation of a Tesla Supercharger Station at 30280 Lakeshore Boulevard Between the Hours of 1:00 A.M. to 5:00 A.M. Pursuant to Codified Ordinance 755.09
15. Motion Requesting Council to Approve the Recommendation of the Planning Commission for the Luxury Brand Party Company/Top Designer Landscaping to be Located at 30509 Euclid Avenue, Willowick, Ohio
16. Motion Requesting Council to Approve the Recommendation of the Planning Commission for Modern Suds Laundromat to be Located at 30437 Euclid Avenue, Willowick, Ohio
17. Motion Authorizing the Mayor to Enter into a Contract with The Rebeats Band/RSM Productions, LLC, in the amount of \$900.00 and to Perform on June 25, 2023, in the 2023 Summer Concert Series, at Lakefront Lodge Park
18. Motion Authorizing the Mayor to Enter into a Contract with The Swamp Rattlers, in the amount of \$550.00 and to Perform July 9, 2023, in the 2023 Summer Concert Series, at Lakefront Lodge Park
19. Motion Authorizing the Mayor to Enter into a Contract with Funkology, in the amount of \$850.00 and to Perform on July 16, 2023, in the 2023 Summer Concert Series, at Lakefront Lodge Park

- [20.](#) Motion Authorizing the Mayor to Enter into a Contract with Ron Sluga & Friends, in the amount of \$500.00 and to Perform on July 23, 2023, in the 2023 Summer Concert Series at Lakefront Lodge Park
- [21.](#) Motion Authorizing the Mayor to Enter into a Contract with Stratford Hill Band, in the amount of \$600.00 and to Perform on July 30, 2023, in the 2023 Summer Concert Series at Lakefront Lodge Park
- [22.](#) Motion Authorizing the Mayor to Enter into a Contract with Great Lakes Telecom & Electric, LLC, in the amount of \$8,610.00 for the Necessary Labor and Materials to Install the Intercom System for the Senior Center
23. Motion for Council to Approve Vacating the Regular Council Meeting on Scheduled for July 4, 2023
24. Motion for Council to Approve Vacating the Regular Council Meeting Scheduled for August 1, 2023

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)*

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, April 18, 2023 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.

MINUTES

CALL MEETING TO ORDER

1. The Eighth Meeting of Council

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

PRESENT

Council President Robert Patton
 Ward 1 Councilwoman Monica Koudela
 Ward 1 Councilman Patrick Mohorcic
 Ward 2 Councilwoman Natalie Antosh
 Ward 3 Councilman Charles Malta
 Ward 3 Councilman David Phares

ABSENT: Ward 2 Councilwoman Theresa Bisbee

Also Present: Service Director Shannon; Engineer McLaughlin; Finance Director Benedict; Law Director Landgraf; Police Chief Turner; Fire Chief Malovhr; Chief Housing Director Brennan and Council Clerk Morgan.

ABSENT: Recreation Director Kless

APPROVAL OF MINUTES

2. Motion to Approve the Minutes of April 4, 2023, Regular Council Meeting

Motion made by Councilman Malta; Seconded by Councilwoman Antosh.

Voting Yea: President Patton, Councilwoman Koudela, Councilman Mohorcic, Councilwoman Antosh, Councilman Malta, Councilman Phares

Motion Carried.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

None

ADMINISTRATIVE APPEALS**3. Administrative Appeal Order No. 2023-5 (MAZZOLA)**

An Order Granting a Variance and Exception of 1330 Sq. Ft. to Construct an Office Building that has 200 Sq. Ft. Floor Areas in the Application of Section 1163.03(c) of the Codified Ordinances in Board of Zoning Appeals

Discussion: Mr. Mazzola appeared before Council and explained the structure as wooded building (shed) that will be a non-permanent structure with phone and electric. No running water nor or staff.

Motion made by Ward 2 Councilwoman Antosh, Seconded by Ward 1 Councilman Mohorcic.

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Motion Carried.

4. Administrative Appeal Order No. 2023-6 (CUMMINGS)

An Order Granting a Variance and Exceptions of 42 Linear Feet of Double Fencing in the Rear Property in the Application of Section 1163.06 (b) of the Codified Ordinances in Board of Zoning Appeals

Discussion: President Patton asked if Mr. Cummings would like to speak but was too far from the microphone to record his comments. Opposed to the proposed 42 linear feet of double fencing was Councilwoman Natalie Antosh who spoke as a resident, not a member of Council and owner of property at 30420 Vineyard in which her property line is adjacent to Mason Cummings' property at 30421 Oakdale. Mrs. Antosh stated Mr. Cummings removed her chain link fence without her permission to erect a 'board on board' fence and presented pictures to Council. Mrs. Antosh sought legal advice regarding the matter, and she asked for replacement of the fence. President Patton inquired why a double fence and Law Director explained the chain link fence was permitted and for Mr. Cummings to have a fence there needs to be a variance for a double fence. BZA denied said variance. Councilwoman Koudela stated the resident of the property granted permission for the removal of the fence, but Mrs. Antosh denied that. President Patton addressed Mr. Cummings for any response, and he had none. Councilwoman Koudela and Councilman Mohorcic would like the resident to have his fence but were against a double fencing. The vote is whether to grant the variance and not the BZA decision.

Motion made by Ward 3 Councilman Malta, Seconded by Ward 3 Councilman Phares.

Voting Yea: Council President Patton

Voting Nay: Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Voting Abstaining: Ward 2 Councilwoman Antosh

Motion Failed.

5. Administrative Appeals Order No. 2023-7 (POLITO)

An Order Granting a Variance and Exception of 8 Parking Spaces for a Restaurant with 70 Seats in the Application of Section 1145.05 (b)(3) of the Codified Ordinances in Board of Zoning Appeals

Discussion: Domenic Polito discussed the history of the property, plans for the Willowick Café and the need for the variance of the parking space.

Motion made by Ward 2 Councilwoman Antosh, Seconded by Ward 1 Councilman Mohorcic.

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Motion Carried.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor provided update on the stolen vehicle, chase and collision with Willowick Officer Cook along with an update on his recovery process. Officer Cook apprehended the suspect. NOPEC is back and letters sent to residents. There has been information that First Energy is doubling their rates in June to 12.3¢ kWh effective June 1, while NOPEC will offer 6.45¢ kWh. Residents automatically enrolled but will have to sign and return form to opt-out. Appropriations for Euclid Avenue happening in 2024 for resurfacing in 2026. In addition, Willowick, Wickliffe and Willoughby applied for funding from Congressman Joyce's office and all three cities were slated for \$4.6 million. New employee to begin May 1, 2023, in the Finance Department.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

None

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Report emailed. Work is being done on the ballfields and repairs will be made. The road program is taking off and updates added to website.

Recreation Director – Julie Kless

Director Kless-Absent

City Engineer – Tim McLaughlin

More on the road program as signs are out. Work will begin at Manry and completed by Memorial Day weekend. Repair by Mr. Level at 511 Fairway was completed last week.

Finance Director – Cheryl Benedict

No report

Law Director – Stephanie Landgraf

There is to be another revision to the fireworks ordinance coming from the planning commission for the next agenda. *(Email received the day after council meeting that Law Director Landgraf misspoke and requested correction of her statement to show the fireworks ordinance changes will be coming from the safety committee and not the planning commission).*

Police Chief – Brian Turner

No report.

Questions from Councilwoman Antosh and Councilman Mohorcic regarding Officer Cook and coverage in his absence.

Fire Chief – Bill Malovrh

No report.

Councilwoman Antosh inquired about the many calls recently and the outcomes.

Chief Housing/Zoning Inspector – Sean Brennan

No report

WARD MATTERS

None

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)

***Rose M. Allen from U.S. Department of Commerce and the Census Bureau** requested Council to encourage residents to participate in a survey for the purpose in aiding Congress and other elected official what allocations are needed in the City for roads, fire, safety, recreation, seniors, housing, etc. This survey takes place every 2 years and begins with the mailing of letters to targeted homes. Ms. Allen will be visiting these targeted homes beginning in May. Mayor Vanni addressed Ms. Allen and requested her information be sent to the Council Clerk to publish to the residents. Mr. Malta explained the ‘Do Not Knock’ sticker and asked that she does not get discouraged. Ms. Allen replied that even if homes are showing ‘private’ or ‘do not solicit,’ she is not soliciting and has been trained to approach all homes on the target list since a letter was sent to expect this. Councilwoman Antosh asked if she needed a permit and Chief Turner replied that her letter should negate any sign so no permit required.

***Dan Bennett 31617 North Road** spoke of cameras and recording devices for council meetings. Even if not live, the published meeting would show the nuance and character which are missing in the meeting minutes. Mr. Bennet stated it was disheartening with all the COVID money coming to the City that no one has looked to see how much this would cost. President Patton replied all meetings are recorded and it is a public record for anyone who wants to listen. Mr. Bennett asked if the recording was publicized and President Patton stated it was not actively published. There is nothing in the Ohio Revised Code (ORC) that requires the municipality to publicized recordings. Mr. Bennett has applied to be part of Council and is active in the City, which Mr. Bennett stated had nothing to do with this. President Patton explained that the City has to respond with what they believe is the requests of the residents. The City of Willowick has to allocate the COVID money. Mr. Bennett asked what money and how much money. President Patton asked to allow it to make his point by stating budget hearings are the first week in February and Council goes line by line within the budget. This meeting was advertised and President Patton, to his knowledge, was not aware of any requests for the City to invest in recording equipment, devices, etc. He further explained

that in addition to the budget hearing, there are three readings of the budget where it is available for anyone to review for a total of 7 weeks. Mr. Bennett accused the President of 'walking around the point' that it is 2023 and there should be recordings for residents to view from home. Councilman Phares stated that he brought this up last year and liked the idea of recording the meetings as every Lake County community does it with the exception of Kirtland. Mr. Phares continued by noting former Mayor Regovich acknowledged the wiring as outdated but the City could control it instead of the residents (referred to issues in 2019). President Patton ended by stating the City has had its budget.

***Bill Savocan 30412 Oakdale Road** provided belated congratulations to Mayor Vanni. He noted that his address is famous for getting candidates elected and requested yard signs for this year's election. He noted his disappointment for the elimination of the rides with the festival at St. Mary Magdalene due to the incidents from last year's event and hopeful the rides will return.

Mayor Vanni addressed the rides by mentioning that with the elimination of the bigger rides, it would deter any bad elements from attending. He stated it would be reviewed every year because they did not want to get rid of the festival completely. Other events are planned. Chief Turner piggybacked to Mayor's comment noting that the elimination of the rides and the increased open area will allow police officers to keep an eye on the event each night.

***Michael Cock 32309 Noble Road** regarding the patch where the water main break occurred. The asphalt is beginning to crack and sink, so hoping there will be repairs to come. He also inquired about considering the closing of Noble Road to festival traffic as it would be impossible for emergency vehicles to travel with the number of cars packed on the street.

Director Shannon addressed the comment by saying they would have someone out there to look at the street the next day. In regards to closing Noble Road to festival traffic, Mayor Vanni stated Noble Road will close to local traffic and monitored.

***Jean Bowen 472 E. 319th Street** asked Council to consider making 319th Street one way for festival traffic.

Chief Turner mentioned that 319th Street would be as is, and they would close 321st Street, and monitored. Mrs. Bowen requested it closed to 2-way traffic from Willowick Drive. President Patton stated there would be further discussion on the matter.

***Joy Masetic (sp) 32017 Dickerson Road** requested permission to park on the road for 5 days while she had a new concrete driveway poured.

President Patton recommended the Ms. Masetic contact the police department to make arrangements.

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Koudela, Mohorcic

None

Safety – Phares, Malta, Bisbee

Safety meeting held on April 5, 2023 to discuss open burning changing the penalty beginning with a warning, and then progress to misdemeanor with each offense fine

increasing \$250. In addition, a flyer posted on the website supplying the requirements for open burning. Fireworks to have a graduated penalty scale with first offense becoming a minor misdemeanor and citing the homeowner. There will be a further review of the criminal nuisance ordinance in the future.

Service, Utilities & Public Lands – Malta, Phares, Bisbee

None

Streets, Sidewalks & Sewers – Malta, Antosh, Mohorcic

None

Tax Compliance – Koudela, Antosh, Patton

None

Moral Claims – Antosh, Phares, Patton

None

Budget – Koudela, Bisbee, Mohorcic

None

LIAISON REPORTS

Planning – Phares/Alternate Koudela

None

Board of Zoning Appeals – Koudela/Alternate Mohorcic

None

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

None

Recreation Board – Bisbee/Alternate Phares

None

Plan Review Board – Antosh

New businesses applied which include a laundromat (Modern Suds Laundromat). Also, a landscaping company in which the storefront will rent to a party supply company (Luxury Brand Party Company). Both located on Euclid Ave. In addition, a Tesla electric charging station at GetGo in Shoregate Shopping Center.

Hearts & Hammers – Malta

Reminder of clean up May 6, 2023, and meeting at Manry at 7:45am. Thank you to Commissioner Regovich, Mayor Vanni and Councilman Mohorcic for attending the Broadmoor game in addition to a thank you to resident Jean Bowen for the daffodils.

FUND TRANSFERS & BID AUTHORIZATIONS

None

CONTRACT APPROVALS

None

INTRODUCTION & CONSIDERATION OF LEGISLATION**6. Amended Ordinance No. 2023-13**

An Ordinance Amending Ordinance No. 2005-64 Establishing the Compensation for the Position of Mayor of the City of Willowick, Repealing Certain Ordinances and Declaring an Emergency

1st Reading 4/18/2023

7. Amended Ordinance No. 2023-14

An Ordinance Amending Ordinance No. 2023-3 Providing for the Compensation of the Appointed Officials and Certain Other Employees of the City, Repealing Certain Ordinances and Declaring an Emergency

1st Reading 4/18/2023

8. Resolution 2023-16

A Resolution to Approve Authorizations (Then and Now Certificate) to Active Networking, Inc., in the Amount of \$3,750.00 for the City of Willowick and Declaring an Emergency

Motion to suspend the rules made by Councilman Malta; Seconded by Councilwoman Antosh

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Motion to approve by Councilwoman Antosh; Seconded by Councilman Phares

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Both Motions Carried

9. Resolution 2023-17

A Resolution to Approve Authorizations (Then and Now Certificate) to Sundance Systems, Inc., in the Amount of \$6,750.00 for the City of Willowick and Declaring an Emergency

Motion to suspend the rules made by Councilwoman Antosh; Seconded by Councilman Phares

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Motion to approve by Councilman Malta; Seconded by Councilwoman Antosh

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward

3 Councilman Phares**Both Motions Carried****10. Resolution 2023-18**

A Resolution to Approve Authorizations (Then and Now Certificate) to Squires Patton Boggs, LLP., in the Amount of \$3,750.00 for the City of Willowick and Declaring an Emergency

Motion to suspend the rules made by Councilwoman Antosh; Seconded by Councilman Mohorcic

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Motion to approve made by Councilwoman Antosh; Seconded by Councilman Malta

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Both Motions Carried**11. Resolution No. 2023-19**

A Resolution to Approve Authorizations (Then and Now Certificate) to CommServ Communications Service, in the Amount of \$4,809.00 for the City of Willowick and Declaring an Emergency

Motion to suspend the rules made by Councilman Phares; Seconded by Councilwoman Antosh

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Motion to approve made by Councilwoman Antosh; Seconded by Councilman Phares

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Both Motions Carried.

12. Resolution No. 2023-20

A Resolution Authorizing the City of Willowick, Ohio, to Proceed with the Demolition of an Unsafe Structure at 30417 Lakeshore Blvd. in the City of Willowick, Lake County, Ohio, and to Request the Assistance of the Lake County Land Reutilization Corporation in Effecting the Same and Declaring an Emergency

Motion to suspend the rules made by Councilman Mohorcic; Seconded by Councilwoman Antosh

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Motion to adopt made by Councilwoman Antosh; Seconded by Councilman Mohorcic

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Both Motions Carried

MISCELLANEOUS

13. Motion Authorizing CT Consultants to Prepare Specifications, Details, and Bid Documents, Advertise and Obtain Bids, and Provide Construction Administration Services for the Fairway Storm Sewer Repair Project for a Fee of \$75,000 in Accordance with the Agreement for Engineering Services

TABLED 3/21/2023, 4/4/2023, 4/18/2023

14. Motion to Authorize the Mayor to Approve and Execute the Eaton Service 1 Year Agreement to Service the UPS System for the Police Department

Motion to approve by Councilwoman Antosh; Seconded by Councilman Mohorcic

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

Motion Carried

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)

None

EXECUTIVE SESSION

15. To discuss the sale or purchase of real property.

Motion made by Ward 1 Councilman Mohorcic, Seconded by Ward 2 Councilwoman Antosh.

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

ADJOURNED TO EXECUTIVE SESSION @ 8:44pm

CLOSE EXECUTIVE SESSION

Motion made by Ward 2 Councilwoman Antosh, Seconded by Ward 1 Councilman Mohorcic.

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

RETURNED from Executive Session @ 9:03pm

ADJOURNMENT

Motion to approve by Councilman Mohorcic; Seconded by Councilwoman Antosh

Voting Yea: Council President Patton, Ward 1 Councilwoman Koudela, Ward 1 Councilman Mohorcic, Ward 2 Councilwoman Antosh, Ward 3 Councilman Malta, Ward 3 Councilman Phares

ADJOURNED @ 9:04pm

Robert Patton, President of Council

ATTEST:

Christine Morgan, Clerk of Council

Office of the Mayor



Proclamation



hereas:

RECOGNIZING JAMES KEOUGH AS EAGLE SCOUT

WHEREAS, the multiyear journey to the Eagle Scout Award is one of the most involved and transformation experiences a young person can have where they try new things through the merit badge program, develop confidence in the outdoors, practice leadership tactics and plan, develop and give leadership to a service project that benefits their community; and

WHEREAS, for JAMES KEOUGH'S Eagle Scout project, he raised funds and donations to obtain and install Stations of the Cross at Saint Mary Magdalene Catholic Church in Willowick, Ohio; and

WHEREAS, JAMES KEOUGH also learned about setting goals and working towards them, helping younger Scouts learn and grow, how to interact with adults and authority figures, as well as selling others on ideas and adapting to unexpected circumstances all with a positive attitude and calm demeanor.

I, MICHAEL J. VANNI, do hereby extend to JAMES KEOUGH of Troup 289 congratulations for earning the rank of Eagle Scout with the Boys Scouts of America on February 12, 2023 and for his dedication to helping others.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and cause the Great Seal of the City of Willowick be affixed this 2nd day of May, 2023.

Handwritten signature of Michael J. Vanni in blue ink.

MAYOR MICHAEL J. VANNI
CITY OF WILLOWICK



AMENDED ORDINANCE NO. 2023-13

AN ORDINANCE AMENDING ORD. NO. 2005-64 ESTABLISHING THE COMPENSATION FOR THE POSITION OF MAYOR OF THE CITY OF WILLOWICK, REPEALING CERTAIN ORDINANCES.

WHEREAS, on September 20, 2005 by Ordinance No. 2005-64, the Council established the compensation of the Mayor of the City of Willowick pursuant to Section 3.6 of the Charter of the City of Willowick.

WHEREAS, Council finds it to be in the best interests of the City that said salary be reviewed from time-to-time to ensure said compensation levels are fixed at a rate which is commensurate to the duties of the position and the obligation of the City to fairly compensate its City Officials.

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

Section 1. Effective January 1, 2024, the annual salary of the Mayor of the City of Willowick, Ohio, shall be Sixty Thousand and 00/100 Dollars (\$60,000.00), payable bi-weekly. The Mayor of the City shall be entitled to hospital, medical, dental and vision health care benefits, as defined by and pursuant to the City’s Health Care Plan in effect during his/her term of office. The Mayor shall not accrue sick leave, vacation leave, or personal leave during his/her term of office, subject to the discretion of the Council.

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.

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

Adopted by Council: _____, 2023

Robert Patton, Council President

Submitted to the Mayor: _____, 2023

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2023

ATTEST: _____
Christine Morgan, Clerk of Council

AMENDED ORDINANCE NO. 2023-14

AN ORDINANCE AMENDING ORDINANCE NO. 2023-3 PROVIDING FOR THE COMPENSATION OF APPOINTED OFFICIALS AND CERTAIN OTHER EMPLOYEES OF THE CITY, REPEALING CERTAIN ORDINANCES.

WHEREAS, the Council of the City of Willowick previously passed Ordinance No. 2023-3, providing for the compensation of appointed officials and certain other employees of the City commencing the first full pay period of 2023; and

WHEREAS, the Council of the City of Willowick, Ohio deems it to be in the best interest of the City and to the orderly operation of all departments of the City to adjust the compensation of certain other employees as set forth in Ordinance 2023-3.

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

SECTION 1. That the certain employees listed below shall be paid bi-weekly compensation effective January 1, 2024 in accordance with the following rates of pay:

Safety Director the sum of One Thousand One Hundred Fifty-Three and 85/Dollars (\$1,153.85).

SECTION 2. That all ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed, with the specific exception that all other established rates of compensation for the appointed Officials and certain other employees set forth in Ordinance 2023-3, not modified herein, shall remain in full force and effect.

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.

PASSED: _____, 2023.

Submitted to the Mayor for his approval on
_____, 2023

President of Council

ATTEST:

Clerk of Council

Approved by the Mayor on

_____, 2023

Mayor

ORDINANCE NO. 2023-15

AN ORDINANCE AMENDING CHAPTER 549 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “WEAPONS AND EXPLOSIVES”; SPECIFICALLY, SECTION 549.10 TITLED “FIREWORKS,” AND DECLARING AN EMERGENCY.

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

Section 1. Chapter 549 of the Codified Ordinances of the City of Willowick, Ohio, titled “Weapons and Explosives” specifically Section 549.10 Titled “Fireworks,” is hereby amended to read and provide as follows:

**CHAPTER 549
Weapons and Explosives**

549.10 FIREWORKS.

(f) Possession, Sale, Discharge and Advertising; Falsification.

(1) No person shall possess fireworks in this Municipality or shall possess for sale or sell fireworks in this Municipality, except a licensed manufacturer of fireworks as authorized by Ohio R.C. 3743.02 through 3743.08, a licensed wholesaler of fireworks as authorized by Ohio R.C. 3743.15 through 3743.21, a shipping permit holder as authorized by Ohio R.C. 3743.40, an out-of-state resident as authorized by Ohio R.C. 3743.44, a resident of this State as authorized by Ohio R.C. 3743.45, or a licensed exhibitor of fireworks as authorized by Ohio R.C. 3743.50 through 3743.55, or as authorized by any municipal ordinance that is substantially equivalent to any of these statutes, and except as provided in Ohio R.C. 3743.80 or a substantially equivalent municipal ordinance.

(2) Except as provided in Ohio R.C. 3743.80 or a substantially equivalent municipal ordinance, and except for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 through 3743.55 or a substantially equivalent municipal ordinance, no person shall discharge, ignite, or explode any fireworks in this Municipality.

(3) No person shall use in a theater or public hall what is technically known as fireworks showers, or a mixture containing potassium chlorate and sulphur.

(4) No person shall sell fireworks of any kind to a person under 18 years of age. No person under 18 years of age shall enter a fireworks sales showroom unless that person is accompanied by a parent, legal guardian or other responsible adult. No person under 18 years of age shall touch or possess fireworks on a licensed premises without the consent of the licensee. A licensee may eject any person from a licensed premises that is in any way disruptive to the safe operation of the premises.

(5) Except as otherwise provided in R.C. § 3743.44, no person, other than a licensed manufacturer, licensed wholesaler, licensed exhibitor, or shipping permit holder shall possess 1.3G fireworks in this Municipality.

(6) No owner of property within the Municipality shall permit the possession or discharge of fireworks on or from his/her/its property in violation of this Chapter.

(g) Transporting and Shipping.

(1) No person shall transport fireworks in this Municipality except in accordance with the rules adopted by the State Fire Marshal pursuant to Ohio R.C. 3743.58.

(2) As used in this division, "fireworks" includes only 1.3G and 1.4G fireworks. No person shall ship fireworks into this Municipality by mail, parcel post, or common carrier unless the person possesses a valid shipping permit issued under Ohio R.C. 3743.40, and the fireworks are shipped directly to the holder of a license issued under Ohio R.C. 3743.03, 3743.16 or 3743.51.

(3) No person shall ship fireworks within this Municipality by mail, parcel post, or common carrier unless the fireworks are shipped directly to the holder of a license issued under Ohio R.C. 3743.01, 3743.16 or 3743.51.

(h) Exceptions. This section does not prohibit or apply to the following:

(1) The manufacture, sale, possession, transportation, storage, or use in emergency situations of pyrotechnic signaling devices and distress signals for marine, aviation, or highway use;

(2) The manufacture, sale, possession, transportation, storage or use of fusees, torpedoes, or other signals necessary for the safe operation of railroads;

(3) The manufacture, sale, possession, transportation, storage or use of blank cartridges in connection with theaters or shows, or in connection with athletics as signals for ceremonial purposes;

(4) The manufacture for, the transportation, storage, possession or use by, or the sale to the armed forces of the United States and the militia of this State of pyrotechnic devices;

(5) The manufacture, sale, possession, transportation, storage or use of toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing 0.25 grains or less of explosive material are used, provided that they are constructed so that a hand cannot come into contact with a cap when it is in place for explosion, or apply to the manufacture, sale, possession, transportation, storage or use of those caps;

(6) The manufacture, sale, possession, transportation, storage or use of novelties and trick noisemakers, auto burglar alarms, or model rockets and model rocket motors designed, sold, and used for the purpose of propelling recoverable aero models;

(7) The manufacture, sale, possession, transportation, storage or use of wire sparklers.

(8) The conduct of radio-controlled special effect exhibitions that use an explosive black powder charge of not more than one-quarter pound per charge, and that are not

connected in any manner to propellant charges; provided, that the exhibition complies with all of the following:

- A. No explosive aerial display is conducted in the exhibition;
- B. The exhibition is separated from spectators by not less than 200 feet;

C. The person conducting the exhibition complies with regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Department of the Treasury and the United States Department of Transportation with respect to the storage and transport of the explosive black powder used in the exhibition.

(i) Forfeiture and Disposal. Fireworks manufactured, sold, possessed, transported, or used in violation of this section shall be forfeited by the offender. The Fire Marshal's office or certified fire safety inspector's office shall dispose of seized fireworks pursuant to the procedures specified in Ohio R.C. 2981.11 to 2981.13 for the disposal of forfeited property by law enforcement agencies, and the Fire Marshal or that office is not liable for claims for the loss of or damages to the seized fireworks.

(j) Penalty.

(1) Except as otherwise provided in division (j)(2) or (j)(3) of this section, whoever violates or fails to comply with any of the provisions of this section is guilty of a minor misdemeanor and shall be fined not less than one hundred and fifty dollars (\$150.00) for a first offense; for a second offense, such person is guilty of a misdemeanor of the third degree and shall be fined not less than five hundred dollars (\$500.00) or imprisoned not more than sixty (60) days, or both; for a third offense, such person is guilty of a misdemeanor of the second degree and shall be fined not less than seven hundred fifty dollars (\$750.00) or imprisoned not more than ninety (90) days; for a fourth offense, such person is guilty of a misdemeanor of the first degree and shall be fined not less than one thousand dollars (\$1,000.00) or imprisoned not more than one hundred eighty (180) days, or both.

(2) If the offender previously has been convicted of or pleaded guilty to a violation of Ohio R.C. 3743.60(I) or Ohio R.C. 3743.61(I), or a substantially equivalent municipal ordinance, a violation of division (b)(5) of this section or division (c)(5) of this section is a felony to be prosecuted under appropriate state law.

(3) Whoever violates division (c)(10) of this section is guilty of a misdemeanor of the first degree. In addition to any other penalties that may be imposed on a licensed exhibitor of fireworks under this division and unless the third sentence of this division applies, the person's license as an exhibitor of fireworks or as an assistant exhibitor of fireworks shall be suspended. If the violation of division (c)(10) of this section results in serious physical harm to persons or serious physical harm to property, the person's license as an exhibitor of fireworks or as an assistant exhibitor of fireworks shall be revoked.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance 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 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 the operation of its police department; wherefore, this Ordinance shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: _____, 2023

Robert Patton, Council President

Submitted to the Mayor: _____, 2023

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2023

ATTEST: _____
Christine Morgan, Clerk of Council

RESOLUTION 2023-21

A RESOLUTION SETTING FORTH NO OBJECTION TO THE SUBMERGED LAND LEASE AND PROPOSED SHORE STRUCTURE APPLICATION FOR REAL PROPERTY LOCATED AT 31925 LAKESHORE BOULEVARD, WILLOWICK, OHIO, OWNED BY ROBERT AND EILEEN ELIAS, AND DECLARING AN EMERGENCY.

WHEREAS, the owner of real property located at 31925 Lakeshore Boulevard, Willowick, Ohio, Lake County Parcel No. 28A044D000060, have filed an application with the Ohio Department of Natural Resources (ODNR) for a Submerged Lands Lease and Shore Structure Permit; and

WHEREAS, the law requires that before the Submerged Lands Lease and Shore Structure Permit can be issued, the City has to pass a Resolution finding that the occupied submerged lands are not necessary or required for the construction, maintenance, or operation by the City of Willowick of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways in aid of navigation and water commerce and that the land uses specified in the application comply with the regulation of permissible land use under the waterfront plan of the City, and;

WHEREAS, the City does not have a use for the above-described land and the City has no objection to ODNR issuing the permit that is described above.

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

SECTION 1. That the City finds that the occupied submerged lands that are described above are not necessary or required for the construction, maintenance, or operation by the City of Willowick of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities and improvements and marginal highways in aid of navigation and water commerce and that the land uses specified in the application comply with regulation of permissible land use under the waterfront plan of the City.

SECTION 2. All formal actions of this Council concerning the passage of this Resolution 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 of the City of Willowick and Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared 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, and further.

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

Adopted by Council: _____, 2023

Robert Patton, Council President

Submitted to the Mayor: _____, 2023

Michael Vanni, Mayor

Approved by the Mayor: _____, 2023

ATTEST: _____
Christine Morgan, Clerk of Council



April 19, 2023

Christine Morgan
Council Clerk, City of Willowick
30435 Lakeshore Blvd.
Willowick, OH 44095

Dear Ms. Morgan ,

This letter is a request for a resolution from the City of Willowick as required by the Ohio Department of Natural Resources (ODNR) and the Army Corps of Engineers for a shore structure.

Please forward the enclosed application to the appropriate personnel.

We are requesting a formal written resolution from the City regarding the approval of shore structure for the Robert and Eileen Elias residence located at 31925 Lakeshore Blvd., Willowick, Ohio 44095, as enclosed, on the submerged lands of Lake Erie adjacent to the property PPC# 28A044D000060.

One of the necessary components for revising a lease from the State of Ohio is an ordinance or resolution from the local authority stating that the area of submerged lands in question is not needed by the local authority for future improvements (i.e. breakwaters, harbors, marinas, piers, etc.) and that the land uses in my application comply with regulation of permissible land use of the local authority.

Per ODNR's preference, please do not describe the proposed structures in detail. Instead, refer to the project as "the proposed shore structure," so that it will be more easily accepted by ODNR.

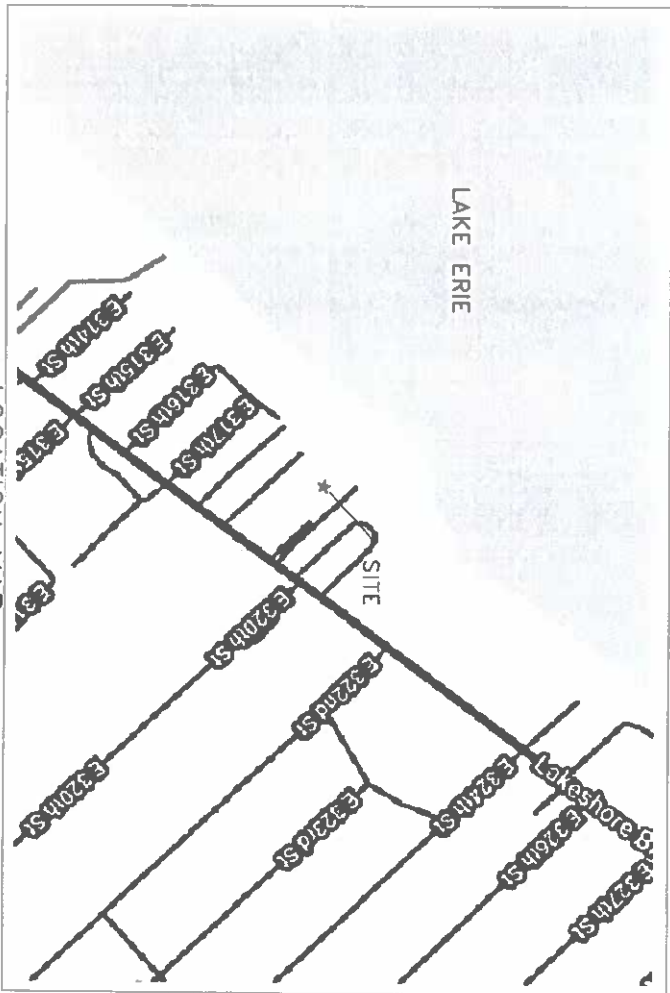
Please consider and act on my request for this resolution or ordinance at:
31925 Lakeshore Blvd, Willowick, Ohio 44095

Please let us know if you need anything further.
Thank you,

James Schilens

cc: Sean Brennan, Chief Housing & Zoning Inspector
Bob Patton, Council President

SHORE STRUCTURE PLANS
 FOR
 ELIAS PROJECT
 31925 LAKESHORE BLVD
 IN
 CITY OF WILLOWICK COUNTY OF LAKE STATE OF OHIO



LOCATION MAP
 NOT TO SCALE

OWNER:
 ROBERT AND EILEEN ELIAS
 31925 LAKESHORE BLVD
 WILLOWICK, OH 44095

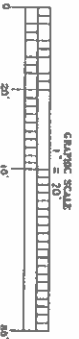
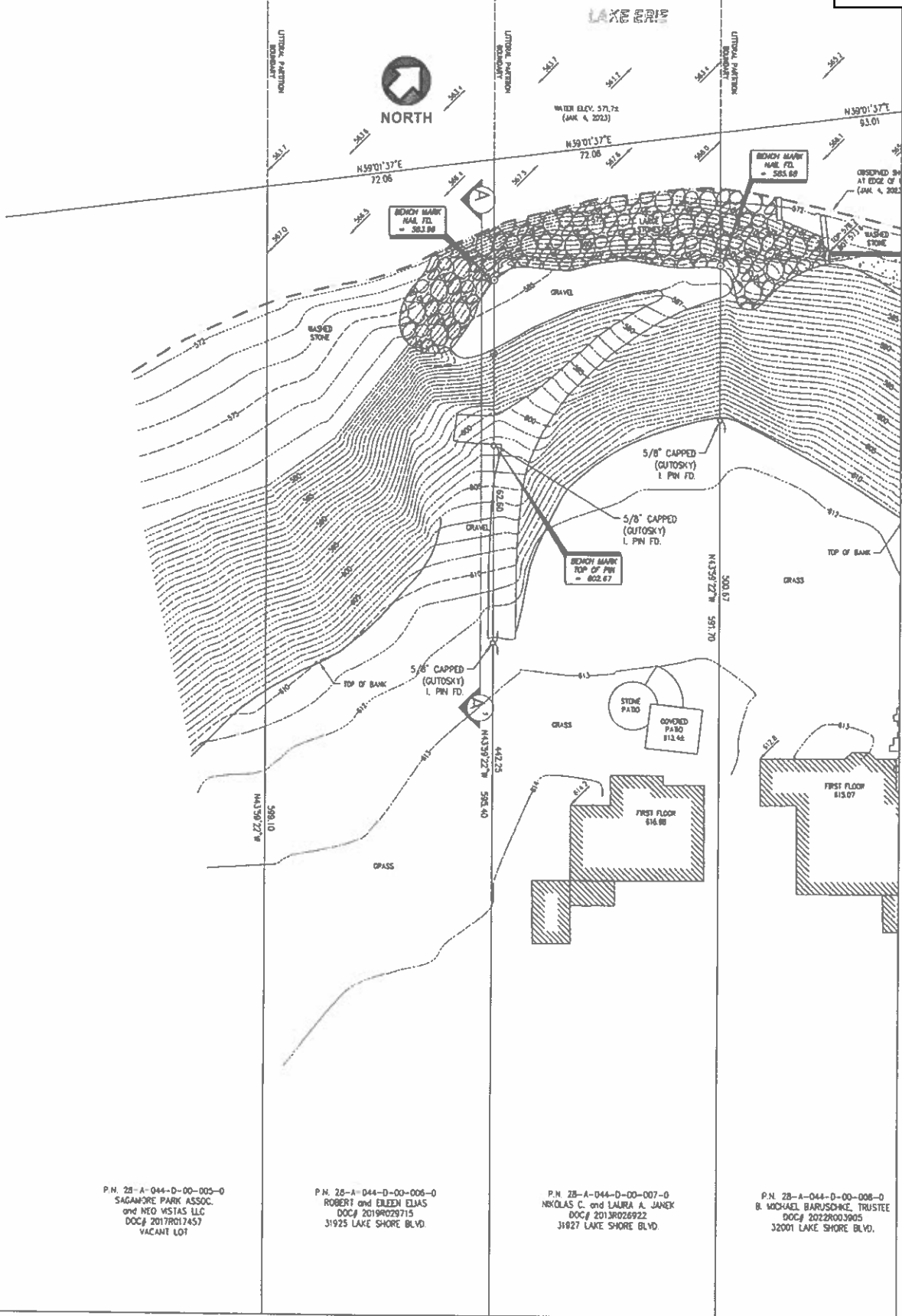
DRAWING INDEX
 TITLE SHEET
 EXISTING PLAN/SURVEY
 AS BUILT PLAN
 SECTION A-A'

EN-1
 EN-2
 EN-3
 EN-4

ENGINEERED TECHNICAL SOLUTIONS
 27330 Center Ridge Road
 Mentor, Ohio 44135
 Phone: (440) 899-0886

PERMIT	ISSUE	DATE	DESCRIPTION	DWG. NO.
	EN-1	04-18-23	Site Design Erosion Control Geological Utility	EN-1
	PERMIT			

ERRORS & OMISSIONS:
 IF ANY ERRORS OR OMISSIONS APPEAR ON THE DRAWINGS THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF SUCH ERRORS OR OMISSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF SUCH ERRORS OR OMISSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF SUCH ERRORS OR OMISSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF SUCH ERRORS OR OMISSIONS.



AS BUILT PLAN

SCALE: 1" = 20'

P.N. 28-A-044-D-00-005-0
 SAGAMORE PARK ASSOC.
 and NEO VSTAS LLC
 DOC# 2017R017457
 VACANT LOT

P.N. 28-A-044-D-00-006-0
 ROBERT and EILEEN ELIAS
 DOC# 2019R029715
 31925 LAKE SHORE BLVD.

P.N. 28-A-044-D-00-007-0
 NIKOLAS C. and LAURA A. JANEK
 DOC# 2013R026922
 31927 LAKE SHORE BLVD.

P.N. 28-A-044-D-00-008-0
 B. MICHAEL BARUSCHKE, TRUSTEE
 DOC# 2022R003905
 32001 LAKE SHORE BLVD.

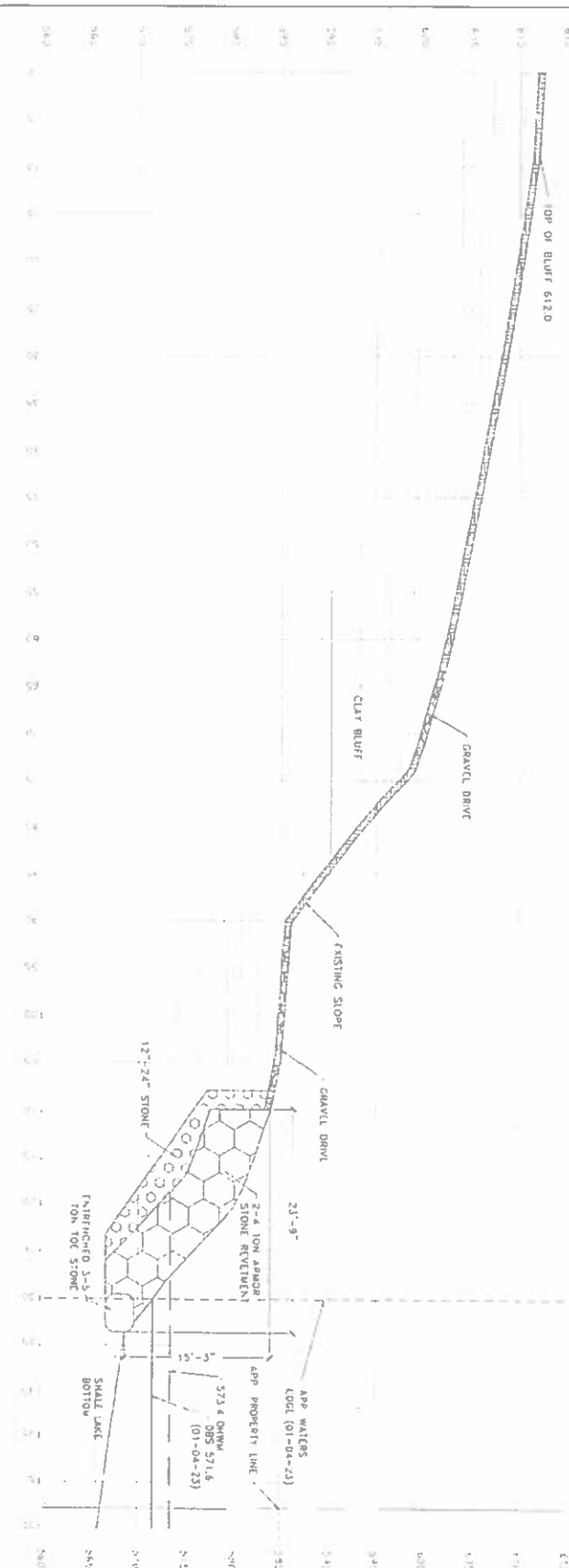
DWG. NO.:
EN-3
 ISSUE:
PERMIT

DWG. TITLE:
AS BUILT PLAN

PROJECT:	SCALE:	REVISIONS:
ELIAS PROJECT	1" = 20'	12-22-23 04-05-23
31925 LAKESHORE BLVD.	DATE:	07-22-23 04-14-23
LOCATION	DRAWN BY:	04-23-23 04-17-23
WILLOWICK, OH 44095	CHECKED BY:	03-27-23 04-18-23
		04-04-23

ENGINEERED TECHNICAL SOLUTIONS
 Site Design
 Erosion Control
 Ecological Utility

27330 Center Ridge Road
 Westlake, Ohio 44145
 Phone: (440) 899-6800
 www.egtsinc.com



SECTION A-A'
SCALE: 1/8"=1'-0"

PREPARE & QUESTIONS
IF ANY ERRORS OR OMISSIONS APPEAR ON THE DRAWINGS, THE CONTRACTOR
SHALL BE RESPONSIBLE FOR CORRECTING THEM. THE DRAWINGS ARE A GUIDE. ANY WORK
SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL APPLICABLE
REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL
NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL
APPLICABLE REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE
AGENCIES.

DWG. NO.: EN-4
ISSUE: PERMIT

DWG. TITLE: SECTION A-A'

PROJECT: ELIAS PROJECT
31925 LAKESHORE BLVD
WILLOWDALE, OH 44095
SCALE: 1/8"=1'-0"
DATE: 04-19-23
DRAWN BY:
CHECKED BY: J.A.S.
REVISIONS:
12-22-22 04-05-23
02-22-23 04-14-23
03-22-23 04-17-23
03-22-23 04-19-23
04-04-23

ENGINEERED TECHNICAL SOLUTIONS
Site Design
Erosion Control
Ecological - Utility
27330 Center Ridge Road
Westlake, Ohio 44145
Phone: (440) 899-8880
www.engineeredtechnical.com



RESOLUTION 2023-22

A RESOLUTION SETTING FORTH NO OBJECTION TO THE SUBMERGED LAND LEASE AND PROPOSED SHORE STRUCTURE APPLICATION FOR REAL PROPERTY LOCATED AT 31927 LAKESHORE BOULEVARD, WILLOWICK, OHIO, OWNED BY NIKOLAS AND LAURA JANEK, AND DECLARING AN EMERGENCY.

WHEREAS, the owner of real property located at 31927 Lakeshore Boulevard, Willowick, Ohio, Lake County Parcel No. 28A044D000070, have filed an application with the Ohio Department of Natural Resources (ODNR) for a Submerged Lands Lease and Shore Structure Permit; and

WHEREAS, the law requires that before the Submerged Lands Lease and Shore Structure Permit can be issued, the City has to pass a Resolution finding that the occupied submerged lands are not necessary or required for the construction, maintenance, or operation by the City of Willowick of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways in aid of navigation and water commerce and that the land uses specified in the application comply with the regulation of permissible land use under the waterfront plan of the City, and;

WHEREAS, the City does not have a use for the above-described land and the City has no objection to ODNR issuing the permit that is described above.

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

SECTION 1. That the City finds that the occupied submerged lands that are described above are not necessary or required for the construction, maintenance, or operation by the City of Willowick of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities and improvements and marginal highways in aid of navigation and water commerce and that the land uses specified in the application comply with regulation of permissible land use under the waterfront plan of the City.

SECTION 2. All formal actions of this Council concerning the passage of this Resolution 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 of the City of Willowick and Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared 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, and further.

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

Adopted by Council: _____, 2023

Robert Patton, Council President

Submitted to the Mayor: _____, 2023

Michael Vanni, Mayor

Approved by the Mayor: _____, 2023

ATTEST: _____
Christine Morgan, Clerk of Council



ETS
engineered technical solutions

civil | environmental | waterfront erosion | telecom

April 19, 2023

Christine Morgan
Council Clerk, City of Willowick
30435 Lakeshore Blvd.
Willowick, OH 44095

Dear Ms. Morgan ,

This letter is a request for a resolution from the City of Willowick as required by the Ohio Department of Natural Resources (ODNR) and the Army Corps of Engineers for a shore structure.

Please forward the enclosed application to the appropriate personnel.

We are requesting a formal written resolution from the City regarding the approval of shore structure for the Nikolas and Laura Janek residence located at 31927 Lakeshore Blvd., Willowick, Ohio 44095, as enclosed, on the submerged lands of Lake Erie adjacent to the property PPC# 28A044D000070.

One of the necessary components for revising a lease from the State of Ohio is an ordinance or resolution from the local authority stating that the area of submerged lands in question is not needed by the local authority for future improvements (i.e. breakwaters, harbors, marinas, piers, etc.) and that the land uses in my application comply with regulation of permissible land use of the local authority.

Per ODNR's preference, please do not describe the proposed structures in detail. Instead, refer to the project as "the proposed shore structure," so that it will be more easily accepted by ODNR.

Please consider and act on my request for this resolution or ordinance at:
31927 Lakeshore Blvd, Willowick, Ohio 44095

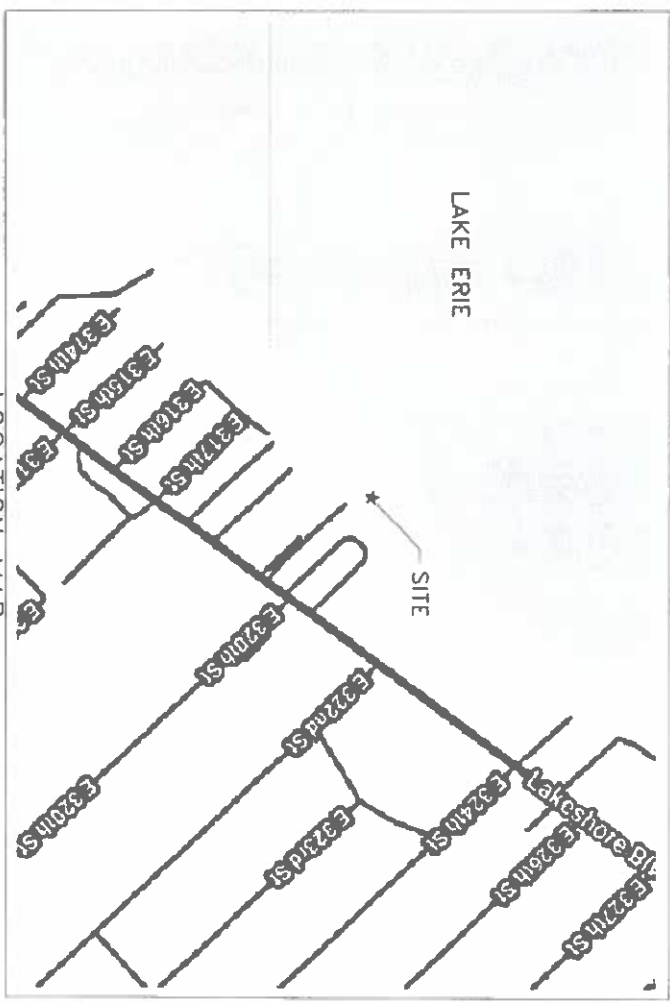
Please let us know if you need anything further.
Thank you,


James Schilens

cc: Sean Brennan, Chief Housing & Zoning Inspector
Bob Patton, Council President

SHORE STRUCTURE PLANS

FOR
JANEK PROJECT
31927 LAKESHORE BLVD
 IN
 CITY OF WILLOWICK COUNTY OF LAKE
 STATE OF OHIO



LOCATION MAP
 NOT TO SCALE

OWNER:
 NIKOLAS C. AND LAURA A. JANEK
 31927 LAKESHORE BLVD
 WILLOWICK, OH 44095

DRAWING INDEX
 TITLE SHEET
 EXISTING PLAN/SURVEY
 AS BUILT PLAN
 SECTION A-A

ENGINEERED TECHNICAL SOLUTIONS
 Site Design
 Erosion Control
 Ecological Utility

27330 Center Ridge Road
 Westlake, Ohio 44145
 Phone: (440) 899-0880

ISSUE	DATE	DESCRIPTION
PERMIT	02-18-23	

DWG. NO.: EN-1

ISSUE: PERMIT

PLAT OF SURVEY

SITUATED IN THE CITY OF WILLOWICK, COUNTY OF LAKE AND STATE OF OHIO AND KNOWN AS BEING SUBLOT NO. 4 IN THE WILLOWICK ALLOTMENT OF PART OF ORIGINAL WILLOWICK TOWNSHIP LOT NO. 4, TRACT NO. 16 IN THE GORE, AS SHOWN BY THE RECORDED PLAT IN VOLUME "C" OF MAPS, PAGE 1 OF LAKE COUNTY RECORDS.

DEED REFERENCE: P.N. 28-A-044-D-00-007-0
 NIKOLAS C. and LAURA A. JAWEK
 DOC# 2019028922

SITE ADDRESS: 31927 LAKE SHORE BOULEVARD
 EAST LAKE, OHIO 44095

Basis of Bearings:
 State Plane God North, NAD 83 (2011)
 Ohio North Zone, Tied by GNSS to Q.L.D.T. VRS

SURVEYOR'S STATEMENT

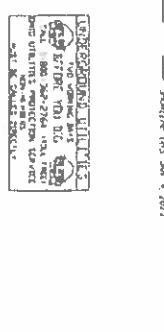
I, the undersigned, a duly qualified and licensed Surveyor for the State of Ohio, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor for the State of Ohio. I am a member in good standing of the Ohio Surveyors Association and the National Society of Professional Surveyors. I am duly sworn and qualified to perform the duties of a Surveyor for the State of Ohio. I am a member in good standing of the Ohio Surveyors Association and the National Society of Professional Surveyors. I am duly sworn and qualified to perform the duties of a Surveyor for the State of Ohio.

Richard A. Jawek
 3/31/23
 Date

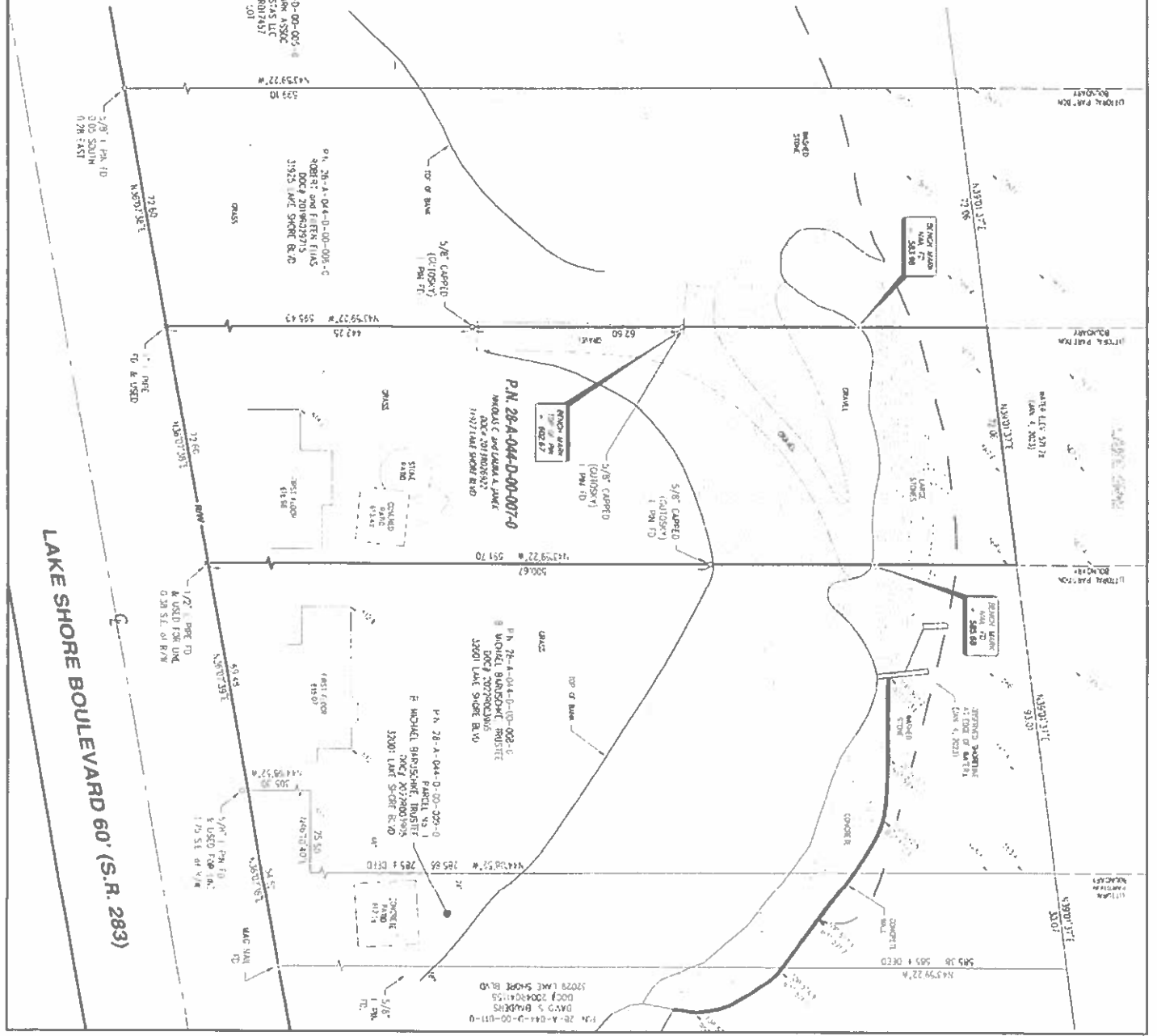


NOTES:
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 93. SEE EXHIBIT ATTACHED
 94. SEE EXHIBIT ATTACHED
 95. SEE EXHIBIT ATTACHED
 96. SEE EXHIBIT ATTACHED
 97. SEE EXHIBIT ATTACHED
 98. SEE EXHIBIT ATTACHED
 99. SEE EXHIBIT ATTACHED
 100. SEE EXHIBIT ATTACHED

SHORELINES:
 SHORELINE (S.R. 283)
 SHORELINE (S.R. 283)



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 Westlake, Ohio 44145
 Phone: (440) 899-0800
 www.etsolutions.com



DWG. NO.: EN-2
 ISSUE: PERMIT

DWG. TITLE: EXTG. PLAN/SURVEY

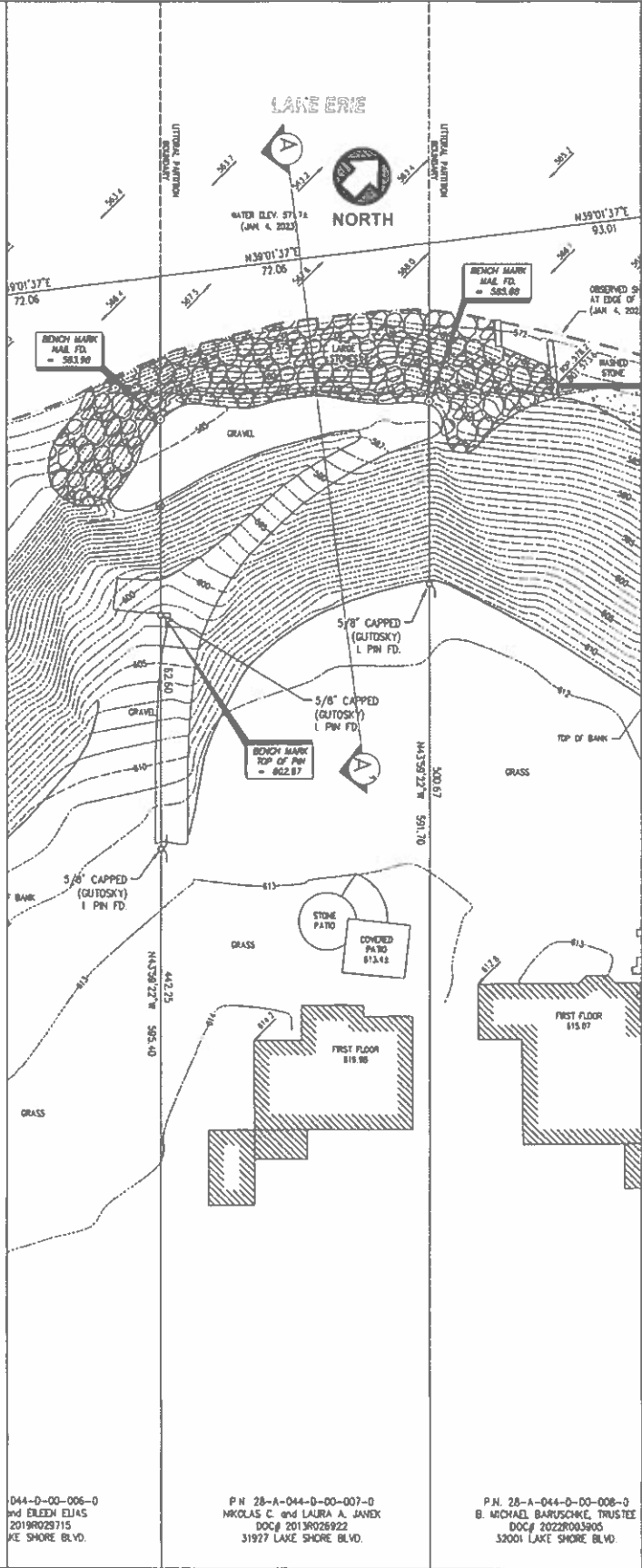
PROJECT: LANEK PROJECT
 31927 LAKESHORE BLVD
 LOCATION: WILLOWICK, OH 44095

SCALE: 1"=20'
 DATE: 03-31-23
 DRAWN BY: R.M.N.
 CHECKED BY: J.A.S.

REVISIONS:
 01-27-23

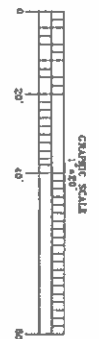
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ERRORS & OMISSIONS
 IF ANY ERRORS OR OMISSIONS APPEAR ON THE DRAWINGS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OR ENGINEER/ARCHITECT IN WRITING OF SUCH ERRORS OR OMISSIONS. THE DRAWINGS ARE A GUIDE. ANY WORK NOT INDICATED IN DRAWINGS, BUT NECESSARY TO COMPLETE THE ENTIRE WORK SHALL BE FURNISHED, PERFORMED, AND DONE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER/ARCHITECT IMMEDIATELY OF ANY CONFLICTS.

UTILITY MARKINGS
 WHITE: EXCAVATION
 PINK: TELEPHONE SURFACE MARKINGS
 RED: ELECTRIC POWER LINES, CABLES, CONDUIT & LIGHTING CABLES
 YELLOW: GAS, OIL, STEAM, PETROLEUM OR GASEOUS MATERIALS
 GREEN: COMMUNICATION, ALUMINUM OR SIGNAL LINES, CABLES OR CONDUIT
 VIOLET: RECLAIMED WATER, IRRIGATION AND SLURRY LINES
 GREEN: SEWERS AND DRAIN LINES



UNDERGROUND UTILITIES
 NOT SHOWN
 SEE ATTACHED UTILITY RECORD DRAWING
 DATE: 10/11/2022
 DRAWN BY: J.A.S.
 CHECKED BY: J.A.S.

D44-0-00-006-0
 and EILEEN ELIAS
 20180229715
 KE SHORE BLVD.

P.N. 28-A-044-0-00-007-0
 NIKOLAS C. and LAURA A. JANEK
 DOC# 2013025922
 31927 LAKE SHORE BLVD.

P.N. 28-A-044-0-00-008-0
 B. MICHAEL BARUSCHKE, TRUSTEE
 DOC# 2022R03905
 33001 LAKE SHORE BLVD.

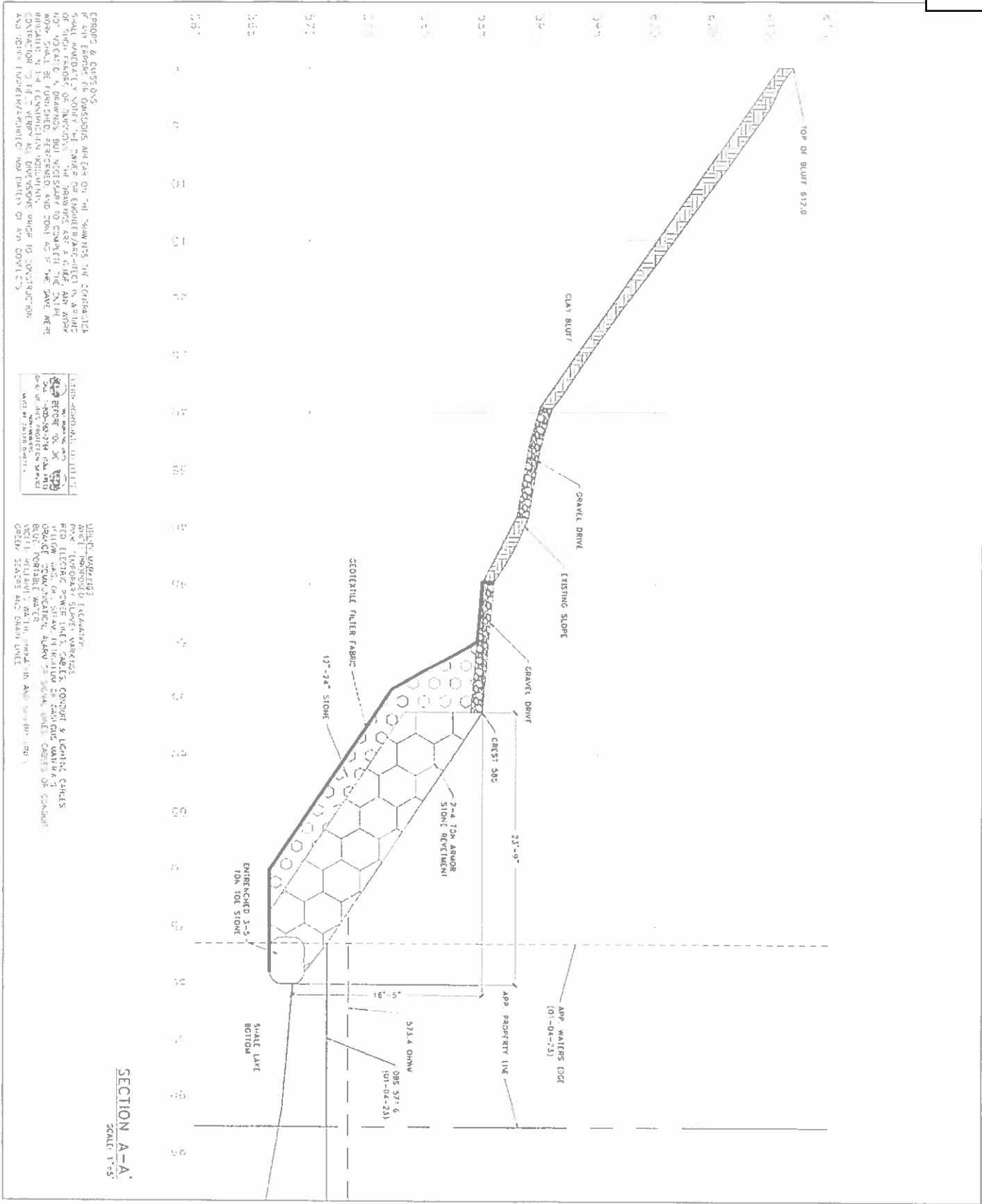
DWG. NO.: **FN-3**
 ISSUE: **PERMIT**

DWG. TITLE: **AS BUILT PLAN**

PROJECT: **JANEK PROJECT**
31927 LAKESHORE BLVD
 LOCATION: **WILLOWICK, OH 44095**
 SCALE: **AS SHOWN**
 DATE: **04-18-23**
 DRAWN BY: **J.A.S.**
 CHECKED BY: **J.A.S.**
 REVISIONS:
 18-14-22 03-23-23 04-18-23
 12-22-22 03-27-23
 02-21-23 04-14-23
 02-22-23 04-14-23
 03-22-23 04-17-23

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SECTION A-A'
SCALE: 1"=5'

CROSS-SECTION NOTES:
 1. ALL ELEVATIONS ARE BASED ON THE "MEAN SEA LEVEL" DATUM.
 2. ALL DIMENSIONS ARE IN FEET AND INCHES.
 3. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ENGINEER.
 4. THE WALL SHALL BE CONSTRUCTED AS SHOWN.
 5. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 6. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 7. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 8. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 9. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 10. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.

DESIGNER:
 ENGINEER:
 PROJECT NO. 100-10-214
 DATE: 01-04-73

DETAILED NOTES:
 1. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ENGINEER.
 2. THE WALL SHALL BE CONSTRUCTED AS SHOWN.
 3. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 4. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 5. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 6. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 7. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 8. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 9. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.
 10. THE WALL SHALL BE CONSTRUCTED TO REMAIN PERMANENT.

DWG. NO.: EN-4
 ISSUE: PERMIT

DWG. TITLE: SECTION A-A'

PROJECT: JANEK PROJECT 31927 LAKESHORE BLVD. WILLOW, OH 44095	SCALE: 1"=5'	DATE: 01-16-73	DRAWN BY: J.A.S.	CHECKED BY: J.A.S.	REVISIONS: 01-14-73 03-23-73 04-18-73 04-27-73 05-27-73 02-21-73 04-13-73 02-22-73 04-14-73 03-22-73 04-17-73
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 Westlake, Ohio 44145
 Phone: (419) 899-6880
 www.etsolutions.com



RESOLUTION 2023-23

A RESOLUTION SETTING FORTH NO OBJECTION TO THE SUBMERGED LAND LEASE AND PROPOSED SHORE STRUCTURE APPLICATION FOR REAL PROPERTY LOCATED AT 32001 LAKESHORE BOULEVARD, WILLOWICK, OHIO, OWNED THE B. MICHAEL BARUSCHKE TRUST, AND DECLARING AN EMERGENCY.

WHEREAS, the owner of real property located at 32001 Lakeshore Boulevard, Willowick, Ohio, Lake County Parcel No. 28A044D000080, has filed an application with the Ohio Department of Natural Resources (ODNR) for a Submerged Lands Lease and Shore Structure Permit; and

WHEREAS, the law requires that before the Submerged Lands Lease and Shore Structure Permit can be issued, the City has to pass a Resolution finding that the occupied submerged lands are not necessary or required for the construction, maintenance, or operation by the City of Willowick of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways in aid of navigation and water commerce and that the land uses specified in the application comply with the regulation of permissible land use under the waterfront plan of the City, and;

WHEREAS, the City does not have a use for the above-described land and the City has no objection to ODNR issuing the permit that is described above.

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

SECTION 1. That the City finds that the occupied submerged lands that are described above are not necessary or required for the construction, maintenance, or operation by the City of Willowick of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities and improvements and marginal highways in aid of navigation and water commerce and that the land uses specified in the application comply with regulation of permissible land use under the waterfront plan of the City.

SECTION 2. All formal actions of this Council concerning the passage of this Resolution 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 of the City of Willowick and Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared 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, and further.

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

Adopted by Council: _____, 2023

Robert Patton, Council President

Submitted to the Mayor: _____, 2023

Michael Vanni, Mayor

Approved by the Mayor: _____, 2023

ATTEST: _____
Christine Morgan, Clerk of Council



ETS
engineered technical solutions

civil | environmental | waterfront erosion | telecom

April 19, 2023

Christine Morgan
Council Clerk, City of Willowick
30435 Lakeshore Blvd.
Willowick, OH 44095

Dear Ms. Morgan ,

This letter is a request for a resolution from the City of Willowick as required by the Ohio Department of Natural Resources (ODNR) and the Army Corps of Engineers for a shore structure.

Please forward the enclosed application to the appropriate personnel.

We are requesting a formal written resolution from the City regarding the approval of shore structure for the Bernard M. Baruschke residence located at 32001 Lakeshore Blvd., Willowick, Ohio 44095, as enclosed, on the submerged lands of Lake Erie adjacent to the property PPC# 28A044D000080.

One of the necessary components for revising a lease from the State of Ohio is an ordinance or resolution from the local authority stating that the area of submerged lands in question is not needed by the local authority for future improvements (i.e. breakwaters, harbors, marinas, piers, etc.) and that the land uses in my application comply with regulation of permissible land use of the local authority.

Per ODNR's preference, please do not describe the proposed structures in detail. Instead, refer to the project as "the proposed shore structure." so that it will be more easily accepted by ODNR.

Please consider and act on my request for this resolution or ordinance at:
32001 Lakeshore Blvd, Willowick, Ohio 44095

Please let us know if you need anything further.
Thank you,



James Schilens

cc: Sean Brennan, Chief Housing & Zoning Inspector
Bob Patton, Council President

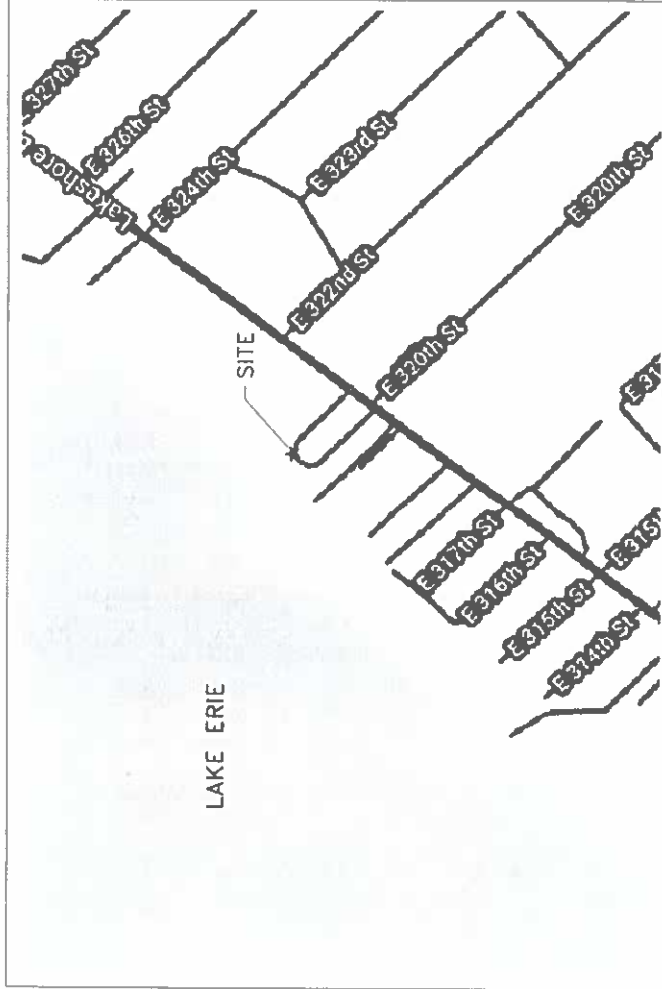
SHORE STRUCTURE PLANS FOR BARUSCHKE PROJECT 32001 LAKESHORE BLVD

CITY OF WILLOWICK IN COUNTY OF LAKE STATE OF OHIO

OWNER:
B. MICHAEL BARUSHKE, TRUSTEE
32001 LAKESHORE BLVD
WILLOWICK, OH 44095

DRAWING INDEX
TITLE SHEET
EXISTING PLAN/SURVEY
AS BUILT PLAN
AS BUILT SECTIONS

EN-1
EN-2
EN-3
EN-4



LOCATION MAP
NOT TO SCALE

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Reading, Ohio 45156
Phone: 513-440-8900-0880
www.etsolutions.com

ISSUE	DRAWN	DESCRIPTION
PERMIT	04-18-23	

DWG. NO.: EN-1
ISSUE: PERMIT

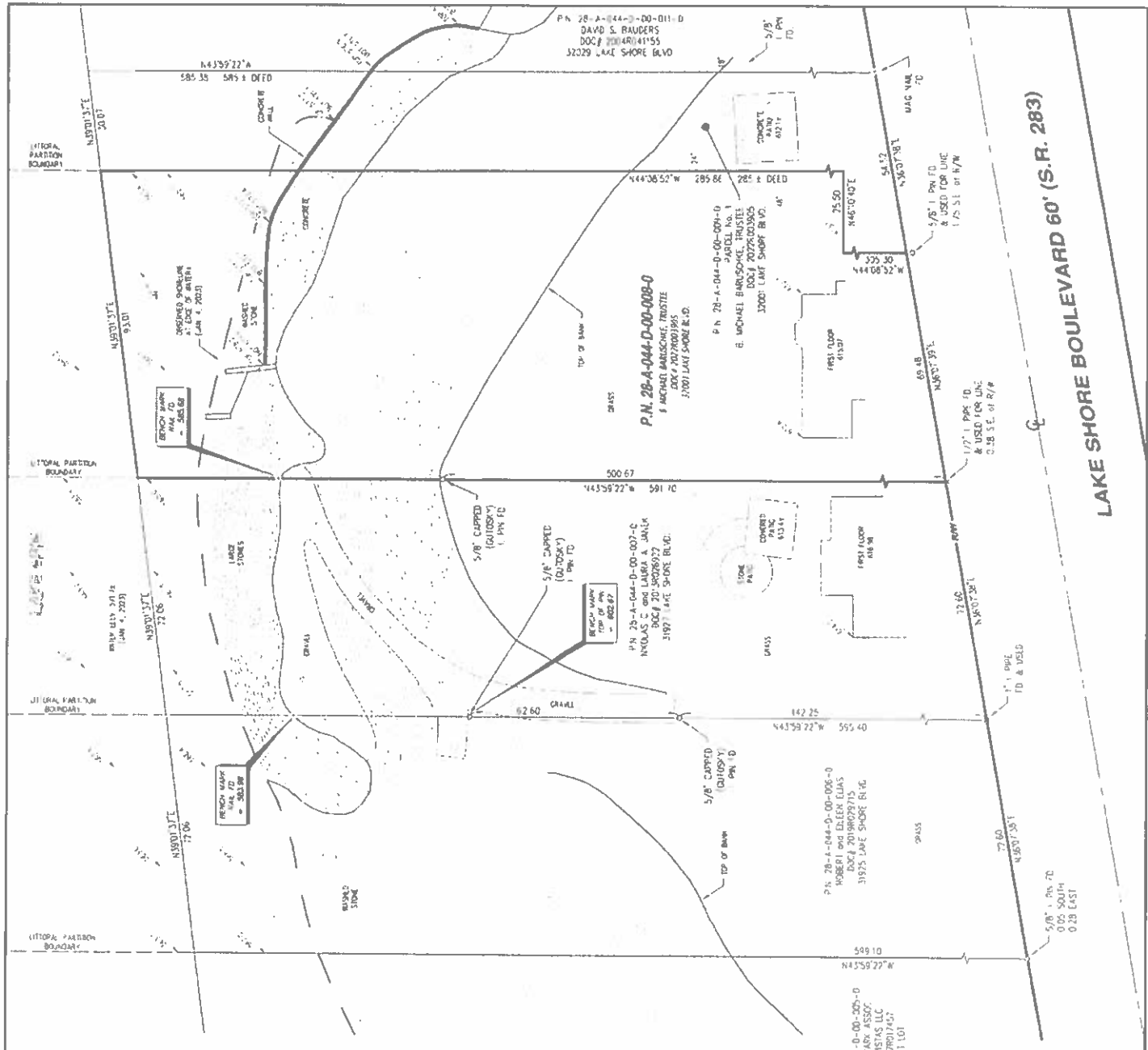
Item #9.

DWG NO.: EN-2
 PERMIT: EXIG. PLAN/SURVEY

DWG TITLE: EXIG. PLAN/SURVEY

PROJECT: BARNSHORE PROJECT
 LOCATION: 3201 LAKE SHORE BLVD
 CHECKED BY: MULLOWNICK, OH 44005
 DRAWN BY: R.M.M.
 DATE: 03-31-23
 SCALE: 1"=20'
 REVISIONS:

ENGINEERED TECHNICAL SOLUTIONS
 27310 Center Ridge Road
 Westlake, Ohio 44115
 Phone: (440) 899-0880
 www.etsolutions.com



PLAT OF SURVEY
 SITUATED IN THE CITY OF WILLOWICK, COUNTY OF LAKE AND STATE OF OHIO AND KNOWN AS BEING PART OF SUBLOT NO. 5 IN THE VINEHOD ALLOTMENT OF PART OF ORIGINAL WILLCOUGHBY TOWNSHIP LOT NO. 4, TRACT NO. 16 IN THE GORE, AS SHOWN BY THE RECORDED PLAT IN VOLUME "C" OF MAPS, PAGE 1 OF LAKE COUNTY RECORDS.

DEED REFERENCE: P.N. 28-A-044-D-00-008-D
 B. MICHAEL BARNSHORE, TRUSTEE
 DOC# 2022003505

SITE ADDRESS: 3201 LAKE SHORE BOULEVARD
 EASTLAKE, OHIO 44066

Basis of Bearings:
 State Plane Grid North, NAD 83 (2011)
 Ohio North Zone. Tied by GNSS to O.D.O.T. VRS

SURVEYOR'S STATEMENT
 I, RICHARD J. KOBE, CERTIFY THAT ALL MEASUREMENTS ARE CORRECT AND TRUE; ALL MONUMENTS LOCATED HERE (FOUND OR SET) AS SHOWN AND PART OF SURVEY IS BASED UPON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION IN JANUARY 2023 AND CONFORMS TO THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS AS ENFORCEMENT UNDER OHIO ADMINISTRATIVE CODE SECTION 4713-27. I, THE METHOD USED IN PARTITIONING UNDIVIDED, WHOLE OR PART OF EACH PARCEL IS LINEAR PROPORTION OF THE PARTITIONED LINES.
 I, RICHARD J. KOBE - 682 67

Richard J. Kobe, Reg. Surveyor #7889
 3/31/23



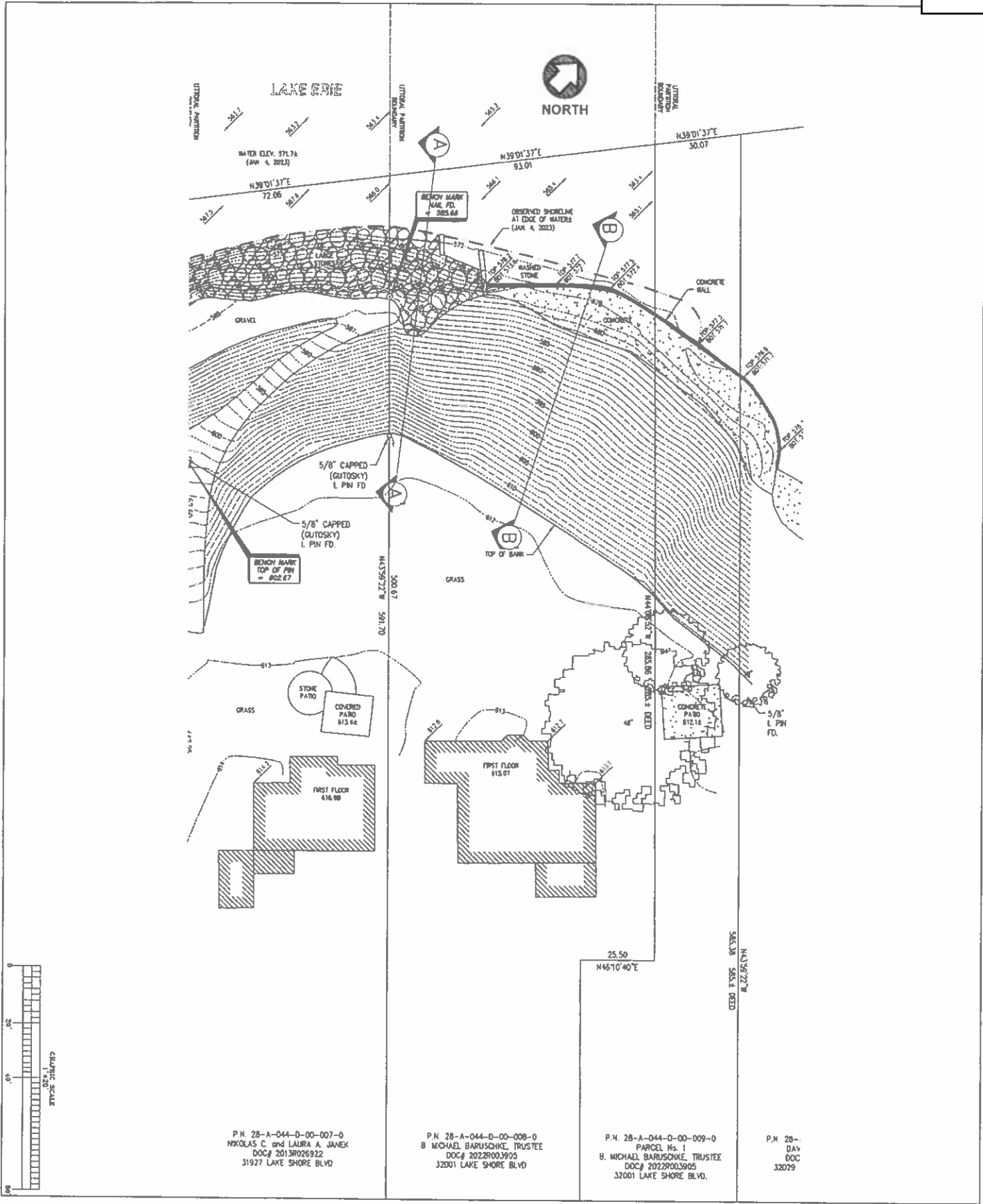
NOTES:

- EXISTING ELEVATION
- FIXED EX CORNER
- BRUSH MARK TOP OF POH PIN
- 6" CRANKLINE ON PROVISIONAL LINE
- GEOMETRIC - 882 67
- LEASING REF. 2021
- LAKE SHORE BLVD
- MAPS# 8 + 1055 + 0.24

SHORELINES:
 SHORTLINE COR. JAN 4 2021

CONSTRUCTION UTILITIES
 THE SHOWN UTILITIES ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE SHOWN UTILITIES ARE NOT TO BE CONSIDERED AS GUARANTEED. THE SHOWN UTILITIES ARE NOT TO BE CONSIDERED AS GUARANTEED. THE SHOWN UTILITIES ARE NOT TO BE CONSIDERED AS GUARANTEED.

GRAPHIC SCALE
 1" = 20'



P.N. 28-A-044-D-00-007-0
 NIKOLAS C and LAURA A JANEK
 DOC# 2013002922
 31927 LAKE SHORE BLVD

P.N. 28-A-044-D-00-008-0
 B MICHAEL BARUSCHKE, TRUSTEE
 DOC# 2022003905
 32001 LAKE SHORE BLVD

P.N. 28-A-044-D-00-009-0
 PARCEL No. 1
 B. MICHAEL BARUSCHKE, TRUSTEE
 DOC# 2022003905
 32001 LAKE SHORE BLVD.

P.N. 28-
 DAV
 DOC
 32029

DWG. NO.:
EN-3
 ISSUE:
PERMIT

DWG. TITLE:
AS_BUILT PLAN

PROJECT:
BARUSCHKE PROJECT
32001 LAKESHORE BLVD
 LOCATION
WILLOWICK, OH 44095
 SCALE: **1"=20'**
 DATE: **04-18-23**
 DRAWN BY:
 CHECKED BY: **J.A.S.**

REVISIONS:
 12-21-23 04-14-23
 03-21-23 04-17-23
 03-22-23 04-18-23
 03-27-23
 03-28-23

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



Order #
13889721

Thu, Jul 6, 2023 10:00am - 2:00pm DELIVERY

Order #
13889721

Location: Manry Park
Michael Vanni City of Willowick Rec
Department
(440) 516-3011 /
30100 Arnold Rd
Willowick, OH 44095
Set up : Grass (stakes allowed)

* **Delivery crew arrival** generally occurs 30 minutes-2 hrs before event time and **Removal crew within 2 hrs** after the event end time. **Customer Pick up orders are from 8:30 -10:30 am & Returns 6-8 pm.**

Deposit Due For Reservation \$167.19

Paid: \$0.00

Balance Due: \$501.63

OMG Delivery with set up complete by 10 am and with removal after 2 pm. The delivery crew will arrive up to 2 hrs prior to your contracted event start time for setup and up to 2 hrs following your ending time for removal unless specifically stated otherwise. The customer will provide adult supervision for each inflatable as well as power. OMG will provide extension cords but set up must occur within 75' of the power outlet. *The optional damage waiver covers the costs for repairs/ replacement of accidentally damaged equipment.*

Item	Space Req'd	Power Req'd	Qty	Total
40' Obstacle Course	50'x15'x12'H	1	1	\$379.00
Insurance Certificate		0	1	\$35.00
				Rentals Subtotal
				\$414.00
				Delivery, Set-up, Removal (1 item)
				\$ 69.00
				Accidental Damage Waiver
				\$ 18.63
				Sales Tax
		Exempt 0%		\$0.00
				Total
				\$501.63

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

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

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

4. GENERAL RELEASE/INDEMNITY/HOLD HARMLESS: Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or know. Lessee also agrees to indemnify Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of th

equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss. Lessee hereby releases and holds harmless Lessor from any claims related to the spread of infection as it relates to coronavirus disease 2019 (COVID-19). Lessee agrees to follow the guidelines set forth by the CDC, state, and/or local jurisdictions regarding Covid and other pandemic regulations. OMG is not responsible for the enforcement of these considerations or guidelines prior to or during any rental period or event.

Item #11.

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

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

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

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

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

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

11. PAYMENTS: Full payment is due on the event date. Should checks be returned for insufficiency, the customer shall pay a \$35 charge. Should payment not be made in full, the Customer authorizes OMG to charge the credit card on file the full balance on or after the date of the event. A 1.5% fee per month shall be added to all delinquent accounts.

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

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

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

Signature
Michael Vanni

Credit Card or Check Number

Exp. CCV

Date

Billing Address

Received By: _____

Order# 13889721

Michael Vanni

Date:7/6/2023

Item #11.

A NEW COLUMN MUST BE FILLED OUT EACH TIME THE UNIT IS PUT INTO SERVICE. IF OPERATION IS STOPPED AT ANY TIME, COMPLETE A NEW PRE-OPENING INSPECTION.

Failure to comply with the State of Ohio Department of Agriculture paperwork requirements may result in a fine of over \$500 and immediate suspension of ride operation.

Ride Name: _____ ODA TAG# _____ Inspector

Name: _____

Please check the items below as satisfactory. If not satisfactory, contact ride operator or mark as n/a.

	Operator initial or mark	Operator initial or mark	Operator initial or mark
Area Clear of Hazards & Overhead Obstructions			
Placed on Level and Solid Ground and Properly Anchored using Tethers			
Fire Extinguisher with 20' of Unit			
Zippers, seams, vinyl, netting and Velcro in Good Condition			
Blower mower in Good Working Order			
Supply Chute Properly Attached with no obstructions			
Electric supply, Cords and GFCI outlet in Good Condition and Unit Fully Inflated			
Safety Sign and Rules Visible to All Riders			
Wind Speed Below 15 MPH			
Watched Training Video and Signed Off as Trainer On Training Sheet			

This inflatable MUST be operated and supervised by trained personnel at all times. By signing below, both trainer and operator are acknowledging that they thoroughly understand the operating procedures, risks, and potential dangers of operating this equipment and fully accept the responsibility associated with such.

Trainer Name: _____

Trainer Signature: _____

Operator Name: _____

Operator Signature: _____

If at any time the above listed operator will not be operating the equipment, a certified operator must train another qualified operator and sign off below as trainer.

Trainer Name: _____

Trainer Signature: _____

Operator Name: _____

Operator Signature: _____

If at any time the above listed operator will not be operating the equipment, a certified operator must train another qualified operator and sign off below as trainer.

Trainer Name: _____

Trainer Signature: _____

Operator Name: _____

Operator Signature: _____

If at any time the above listed operator will not be operating the equipment, a certified operator must train another qualified operator and sign off below as trainer.



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



Order #
13892705

Wed, Jul 19, 2023 10:00am - 2:00pm DELIVERY

Order #
13892705

Location: Manry Park
Michael Vanni City of Willowick Rec
Department
(440) 516-3011 /
30100 Arnold Rd
Willowick, OH 44095
Set up : Grass (stakes allowed)

* **Delivery crew arrival** generally occurs 30 minutes-2 hrs before event time and **Removal crew within 2 hrs** after the event end time. **Customer Pick up orders are from 8:30 -10:30 am & Returns 6-8 pm.**

Deposit Due For Reservation \$237.00

Paid: \$0.00

Balance Due: \$711.07

OMG Delivery with set up complete by 10 am and with removal after 2 pm. The delivery crew will arrive up to 2 hrs prior to your contracted event start time for setup and up to 2 hrs following your ending time for removal unless specifically stated otherwise. The customer will provide adult supervision for each inflatable as well as power. **CUSTOMER TO SUPPLY A WATER SOURCE AND HOSE TO REACH THE DESIRED SET UP LOCATION OF THE UNIT. OMG/3E WILL NOT SUPPLY A HOSE.** *The optional damage waiver covers the costs for repairs/ replacement of accidentally damaged equipment.*

Item	Space Req'd	Power Req'd	Qty	Total
15' Wet/Dry Slide	23' x 11' x 18'	1	1	\$399.00
Slip n Slide (40'x12' reqr'd, 160lbs)	12 x 6 x 40	1	1	\$199.00
				Rentals Subtotal
				\$598.00
				Accidental Damage Waiver
				\$ 26.91
				2 Item Multi
				\$ -47.84
				Delivery, Set-up, Removal (2 items)
				\$ 134.00
				Sales Tax
		Exempt 0%		\$0.00
				Total
				\$711.07

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

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

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

4. GENERAL RELEASE/INDEMNITY/HOLD HARMLESS: Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and access unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot

any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees to assume the duty to mitigate all costs resulting from said injury, damage, or loss. Lessee hereby releases and holds harmless Lessor from any claims related to the spread of infection as it relates to coronavirus disease 2019 (COVID-19). Lessee agrees to follow guidelines set forth by the CDC, state, and/or local jurisdictions regarding Covid and other pandemic regulations. OMG is not responsible for the enforcement of these considerations or guidelines prior to or during any rental period or event.

Item #12.

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

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

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

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

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

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

11. PAYMENTS: Full payment is due on the event date. Should checks be returned for insufficiency, the customer shall pay a \$35 charge. Should payment not be made in full, the Customer authorizes OMG to charge the credit card on file the full balance on or after the date of the event. A 1.5% fee per month shall be added to all delinquent accounts.

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

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

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

Signature
Michael Vanni

Credit Card or Check Number

Exp. CCV

Date
Received By: _____

Billing Address

Order# 13892705

Michael Vanni

Date: 7/19/2023

Item #12.

A NEW COLUMN MUST BE FILLED OUT EACH TIME THE UNIT IS PUT INTO SERVICE. IF OPERATION IS STOPPED AT ANY TIME, COMPLETE A NEW PRE-OPENING INSPECTION.

Failure to comply with the State of Ohio Department of Agriculture paperwork requirements may result in a fine of over \$500 and immediate suspension of ride operation.

Ride Name: _____ ODA TAG# _____ Inspector

Name: _____

Please check the items below as satisfactory. If not satisfactory, contact ride operator or mark as n/a.

	Operator initial or mark	Operator initial or mark	Operator initial or mark
Area Clear of Hazards & Overhead Obstructions			
Placed on Level and Solid Ground and Properly Anchored using Tethers			
Fire Extinguisher with 20' of Unit			
Zippers, seams, vinyl, netting and Velcro in Good Condition			
Blower mower in Good Working Order			
Supply Chute Properly Attached with no obstructions			
Electric supply, Cords and GFCI outlet in Good Condition and Unit Fully Inflated			
Safety Sign and Rules Visible to All Riders			
Wind Speed Below 15 MPH			
Watched Training Video and Signed Off as Trainer On Training Sheet			

OMG

OPERATOR TRAINING SIGN OFF SHEET

Item #12.

This inflatable MUST be operated and supervised by trained personnel at all times. By signing below, both trainer and operator are acknowledging that they thoroughly understand the operating procedures, risks, and potential dangers of operating this equipment and fully accept the responsibility associated with such.

Trainer Name: _____

Trainer Signature: _____

Operator Name: _____

Operator Signature: _____

If at any time the above listed operator will not be operating the equipment, a certified operator must train another qualified operator and sign off below as trainer.

Trainer Name: _____

Trainer Signature: _____

Operator Name: _____

Operator Signature: _____

If at any time the above listed operator will not be operating the equipment, a certified operator must train another qualified operator and sign off below as trainer.

Trainer Name: _____

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Operator Name: _____

Operator Signature: _____

If at any time the above listed operator will not be operating the equipment, a certified operator must train another qualified operator and sign off below as trainer.



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



Order #
13892721

Sat, Jul 22, 2023 6:00pm - 8:00pm DELIVERY

Order #
13892721

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

* Delivery crew arrival generally occurs 30 minutes-2 hrs before event time and Removal crew within 2 hrs after the event end time. Customer Pick up orders are from 8:30 -10:30 am & Returns 6-8 pm.

Deposit Due For Reservation \$144.56
Paid: \$0.00
Balance Due: \$433.71

OMG Delivery with set up complete by 6 pm and with removal after 8 pm. The delivery crew will arrive up to 2 hrs prior to your contracted event start time for setup and up to 2 hrs following your ending time for removal unless specifically stated otherwise. The customer will provide adult supervision for each inflatable as well as power. OMG will provide extension cords but set up must occur within 75' of the power outlet. *The optional damage waiver covers the costs for repairs/ replacement of accidentally damaged equipment.*

Item	Space Req'd	Power Req'd	Qty	Total
18' Slide (20'x40'x20'H)	15'w x 30'L x 20'H	1	1	\$349.00
Rentals Subtotal				\$349.00
Accidental Damage Waiver				\$ 15.71
Delivery, Set-up, Removal (1 Item)				\$ 69.00
Sales Tax				Exempt 0% \$0.00
Total				\$433.71

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4. GENERAL RELEASE/INDEMNITY/HOLD HARMLESS: Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or know. Lessee also agrees to indemnify Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of th

equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss. Lessee hereby releases and holds harmless Lessor from any claims related to the spread of infection as it relates to coronavirus disease 2019 (COVID-19). Lessee agrees to follow the guidelines set forth by the CDC, state, and/or local jurisdictions regarding Covid and other pandemic regulations. OMG is not responsible for the enforcement of these considerations or guidelines prior to or during any rental period or event.

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

Signature
Michael Vanni

Credit Card or Check Number

Exp. CCV

Date

Billing Address

Received By: _____

Order# 13892721

Michael Vanni

Date: 7/22/2023

Item #13.

A NEW COLUMN MUST BE FILLED OUT EACH TIME THE UNIT IS PUT INTO SERVICE. IF OPERATION IS STOPPED AT ANY TIME, COMPLETE A NEW PRE-OPENING INSPECTION.

Failure to comply with the State of Ohio Department of Agriculture paperwork requirements may result in a fine of over \$500 and immediate suspension of ride operation.

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Name: _____

Please check the items below as satisfactory. If not satisfactory, contact ride operator or mark as n/a.

	Operator initial or mark	Operator initial or mark	Operator initial or mark
Area Clear of Hazards & Overhead Obstructions			
Placed on Level and Solid Ground and Properly Anchored using Tethers			
Fire Extinguisher with 20' of Unit			
Zippers, seams, vinyl, netting and Velcro in Good Condition			
Blower mower in Good Working Order			
Supply Chute Properly Attached with no obstructions			
Electric supply, Cords and GFCI outlet in Good Condition and Unit Fully Inflated			
Safety Sign and Rules Visible to All Riders			
Wind Speed Below 15 MPH			
Watched Training Video and Signed Off as Trainer On Training Sheet			

This inflatable MUST be operated and supervised by trained personnel at all times. By signing below , both trainer and operator are acknowledging that they thoroughly understand the operating procedures, risks, and potential dangers of operating this equipment and fully accept the responsibility associated with such.

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Operator Name: _____

Operator Signature: _____

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Trainer Signature: _____

Operator Name: _____

Operator Signature: _____

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April 26, 2023

Willowick City Council
Attn: Christine Morgan, Council Clerk
30435 Lake Shore Boulevard
Willowick, OH 44095

Members of the Willowick City Council,

As the leading provider of public electric vehicle fast charging infrastructure in Ohio, Tesla respectfully requests that the Council consider a motion to approve hours of operation between 1:00am and 5:00am for our proposed electric vehicle (EV) fast charging Supercharger station at 30280 Lake Shore Blvd. This station would be the first electric vehicle fast charging station in the city of Willowick.

Tesla's Supercharger network serves quick charging needs for EV drivers on road trips with limited time to charge, and without access to charging at home or at the workplace. Having deployed the Supercharger network over the past decade, Tesla's primary focus has been on providing a superior and safe customer experience. This means providing seamless, reliable and transparent charging access across the country. Additionally, Tesla has been able to streamline the user experience via the in-vehicle user interface that not only provides a seamless plug and charge experience but also provides in depth insight on our charging locations, availability and cost to charge at each site prior to the customer ever arriving to that site to charge. Bringing this seamless customer experience to EV charging will ultimately make owning an EV more attractive because the charging experience will be fundamentally better than filling up a gas vehicle. Charging access is critical for EV adoption and it is for these reasons that we operate our sites on a 24/7 basis.

With that said, Tesla shares the city of Willowick's goal to preserve public peace and ensure the safety of its residents. **Safety on site is our priority and we've included design elements to support that.** The site will be illuminated and inward shielded to minimize light pollution, ensuring a safe environment for drivers while minimizing impact on surrounding neighbors. This site will also be located in a highly visible location along the main thoroughfare. All of this will ensure safe maneuvering in and out of the station, create a deterrence on criminal activity, and preserve driver confidence and comfort while charging.

Moreover, **we expect noise from the site to be minimal and unobtrusive.** Typical noise output from our equipment, at 1m, is 65 dBA for the posts and 35 dBA for the cabinets. When compared to a Yale



3500 Deer Creek Road, Palo Alto CA 94304

P 650 681 5100 F 650 681 5101

study on environmental noise, this is comparable to or below the noise output of a household vacuum cleaner, at peak utilization.

Lastly, **we do not anticipate high utilization from 1:00am to 5:00am.** Generally, peak utilization of our stations takes place between 10:00am to 5:00pm, which coincides with normal hours of commercial activity. We do anticipate a small percentage of drivers will visit the site between 1:00am and 5:00am, but those drivers will be in the minority.

We appreciate the opportunity to provide these comments and look forward to continued collaboration with the City of Willowick.

Sincerely,

Tessa Sanchez
Sr. Policy and Business Development Advisor
Tesla

755.09 HOURS OF OPERATION LIMITED.

Item #14.

No person operating a commercial establishment in the City, whose hours of operation are not defined by a license or permit issued by the State or any department or subdivision thereof, shall conduct the business of such commercial establishment between 1:00 a.m. and 5:00 a.m. However, Council may, by motion and for good cause shown, approve hours of operation between 1:00 a.m. and 5:00 a.m. where it determines that no hazard to public peace or safety will be created by such extended hours of operation.

(Ord. 86-55. Passed 11-18-86; Ord. 2013-23. Passed 5-21-13.)



SEAN BRENNAN
Chief Housing and Zoning Inspector

City of Willowick

31230 VINE STREET
WILLOWICK, OHIO 44095

BUILDING DEPARTMENT
Phone: 440-516-3000
Fax: 440-585-3776
Email: sbrennan@cityofwillowick.com

April 17, 2023

RE: Luxury Brand Party Co. / Top Designer Landscaping – Located at 30509 Euclid Ave.

Dear City Council,

On Monday, April 10th 2023 Luxury Brand Party Co. / Top Designer Landscaping was approved by the Planning Commission members. We are recommending to City Council that this business be approved. The board reviewed this as a service establishment under (Retail District) codified ordinance 1145.03 (a) (3). Per the requirements from this code section this was formally submitted to Planning Commission.

Please see the attached documents regarding the type of business, their letter of intent and a floor plan.

Please note we have included the Planning Commission minutes for your review, they have not yet been approved by the Planning Commission members.

If you have any questions please contact me at your convenience.

Thank you,

Mark Carden

Planning Commission Chairman



CITY OF WILLOWICK PLAN REVIEW BOARD
APPLICATION FOR PERMIT TO OCCUPY FOR
BUSINESS, COMMERCIAL, INDUSTRIAL, ETC.
YOU MUST FILL OUT ENTIRE APPLICATION
440-316-3000



Item #1

Item #2.

PERMIT FEE: \$60.00
DATE: 1/29/23

Location of Occupancy: 30509 Euclid Ave Business Name: Webster & Webster Inc / Top Designer Landscaping
Luxury Brand
Party Co.
LANDSCAPING

Business Owner's Name & Address: Rita Webster
CITY/STATE/ZIP: Willowick, OH 44095

Telephone Number: 216-990-4029 Fax Number: _____ Federal ID Number: 46-3957280
Or Social Security Number

OWNER OF PROPERTY/NAME/ADDRESS/TELEPHONE NUMBER: DAVID GUANAY (30509 Euclid)
30509 Euclid Ave Willowick, Ohio 44095 (216-438-8888)

SUBMIT NEW DETAILED FLOOR PLAN: SQ. FT. HABITABLE FLOOR AREA FOR OCCUPANCY: _____

Building Size: _____ Total Number Of Employees: 3+4

Intended Number of Occupants: 4 Total Number of Seating: 4

Site Plan With Number of Paved Parking Spaces: _____ Hours Of Operation: 9-5pm

Letter of Intent: Previous Use: _____ Proposed Use: _____

NAME OF PRINCIPAL OR CONTACT PERSON FOR NEW BUSINESS: Rita Webster

Home Address/City/Zip: 332 E. 3301st Willowick, OH Telephone Number: 216-990-4029

I hereby certify that the above questions have been answered correctly by me and that the premises will be used for the purpose stated above. Any change in the purpose of occupancy will not be made without approval from Lake County Building, Willowick Fire & Willowick Zoning Department. A final approval by The Willowick Building Dept. (440)516-3000 or a representative thereof, must be complied with before opening of business. I do hereby further agree to maintain the above premises in compliance with the ordinances of the City of Willowick.

Applicant's Signature: Rita Webster Date: 1/30/23

OFFICER USE ONLY

Zoning District: _____ Authorized Occupants: _____

TEMPORARY APPROVED BY: _____ Date: _____

Zoning Dept. Inspected by: _____ DATE: _____

Zoning Permit # _____ Zoning Permit Fee \$ _____

Fire Dept. Inspected By: _____ Date: _____

CITY OF WILLOWICK-APPLICATION FOR COMMERCIAL ESTABLISHMENT LICENSE REQUIRED AFTER APPROVAL
Note* A separate permit is required for all new signs from the Willowick Building Department.

Letter of Intent for 30509 Euclid Wickliffe Ohio 44092

The Luxury Brand Party Co and Top Designer Landscape

Sharing a co warehousing space

The front office space is for rental supply items to display. The rear space will be used for shared storage.

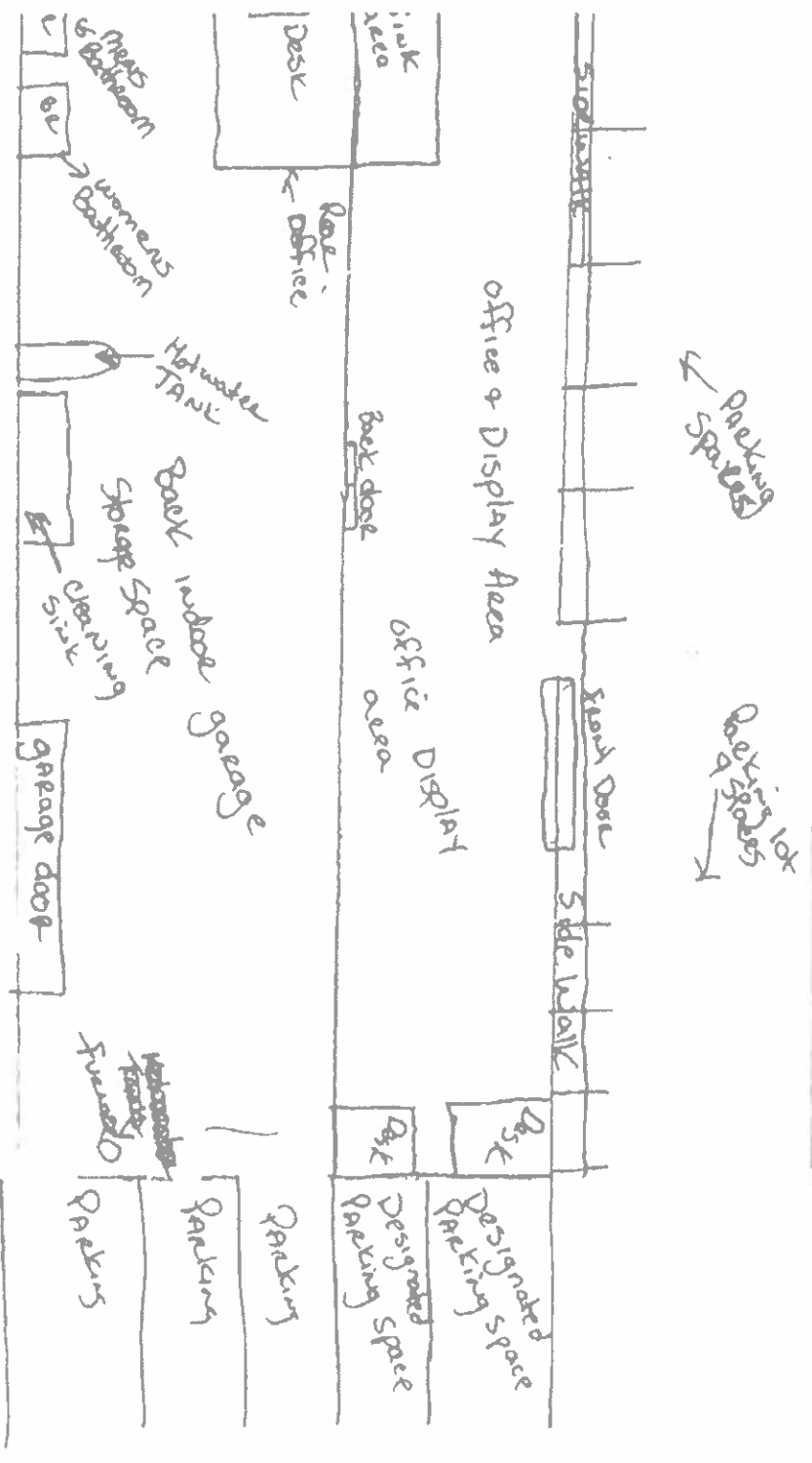
The Luxury Brand Party Co will occupy the front office space and use it as a showroom for rental supply items such as tables and chairs so that customers can view the inventory that we have for rent. Supplies will also be stored in the rear of the space to fulfill orders placed by customers. There will be two dedicated parking spaces on the side of the building for party supply customers. This space will not be used for hosting any types of events. We simply rent supplies and furniture to customers for their events.

www.theluxurybrandpartyco.com

Top Designer Landscaping will occupy an office in the rear of the space with an admin office and storage for items such as rakes, brooms, shovels and trash bags.

Vehicles for the landscaping business will be parked in the rear of the building.

Evelio Ave ----- Evelio Ave -----



Gravel Parking in the rear of the Building

Top Designer Landscaping Vehicle Parking



SEAN BRENNAN
Chief Housing and Zoning Inspector

City of Willowick

31230 VINE STREET
WILLOWICK, OHIO 44095

BUILDING DEPARTMENT
Phone: 440-516-3000
Fax: 440-585-3776
Email: sbrennan@cityofwillowick.com

April 7, 2023

RE: Modern Suds Laundromat – Located at 30437 Euclid Ave

Dear City Council,

On Monday, April 10th 2023 Modern Suds Laundromat was approved by the Planning Commission members. We are recommending to City Council that this business be approved. The board reviewed this as a service establishment under (Retail District) codified ordinance 1145.03 (a) (3). Per the requirements from this code section this was formally submitted to Planning Commission.

Please see the attached documents regarding the type of business, their letter of intent and a floor plan.

Please note we have included the Planning Commission minutes for your review, they have not yet been approved by the Planning Commission members.

If you have any questions please contact me at your convenience.

Thank you,

Mark Carden

Planning Commission Chairman



CITY OF WILLOWICK PLAN REVIEW BOARD
APPLICATION FOR PERMIT TO OCCUPY FOR
BUSINESS, COMMERCIAL, INDUSTRIAL ETC.
YOU MUST FILL OUT ENTIRE APPLICATION
440-916-3000

PERMIT FEE: \$60.00
DATE: 3/13/03

Location of Occupancy: 30437-30439 Euclid Ave. Business Name: Modern Suds Laundromat

Business Owner's Name & Address: Vincent Frascchetti 2743 Overlook Dr.

CITY/STATE/ZIP: Twinsburg, Ohio 44087

Telephone Number: 330 888 8616 Fax Number: _____ Federal ID Number: 92-2716994
Or Social Security Number

OWNER OF PROPERTY/NAME/ADDRESS/TELEPHONE NUMBER: S&P Property Management, LLC
Joseph Catanese 30441 Euclid Ave. Willowick, OH 44092

SUBMIT NEW DETAILED FLOOR PLAN: _____ SQ. FT. HABITABLE FLOOR AREA FOR OCCUPANCY: 2,000 sq/ft

Building Size: 2,000 sq/ft Total Number Of Employees: < 1

Intended Number of Occupants: < 40 Total Number of Seating: 10-15

Site Plan With Number of Paved Parking Spaces > 50 spaces Hours Of Operation: 5 a.m. - 10 p.m.

Letter of Intent: _____ Previous Use Vacant Proposed Use Laundromat

NAME OF PRINCIPAL OR CONTACT PERSON FOR NEW BUSINESS: Vincent Frascchetti

Home Address/City/Zip 2743 Overlook Dr. Twinsburg, OH 44087 Telephone Number: 330 888 8616

I hereby certify that the above questions have been answered correctly by me and that the premises will be used for the purpose stated above. Any change in the purpose of occupancy will not be made without approval from Lake County Building, Willowick Fire & Willowick Zoning Department. A final approval by The Willowick Building Dept. (440)916-3000 or a representative thereof, must be complied with before opening of business. I do hereby further agree to maintain the above premises in compliance with the ordinances of the City of Willowick.

Applicant's Signature: [Signature] Date: 3/13/03

Office use only:

Zoning District: _____ Authorized Occupants: _____

TEMPORARY APPROVED BY: _____ Date: _____

Zoning Dept. Inspected by: _____ DATE

Zoning Permit # _____ Zoning Permit Fee \$ _____

Fire Dept. Inspected By _____ Date: _____

CITY OF WILLOWICK-APPLICATION FOR COMMERCIAL ESTABLISHMENT LICENSE REQUIRED AFTER APPROVAL.
Note* A separate permit is required for all new signs from the Willowick Building Department.

March 13, 2023

Vincent Frascchetti
2743 Overlook Dr.
Twinsburg, OH 44087

To Willowick Review Board,

This letter of intent is to grant permission to open a new laundromat located at 30437 & 30439 Euclid Ave. Willowick, OH, 44092. The intent of the space will provide a self-service laundromat with the option of offering a full service that would include a wash, dry fold along with pick-up & drop-off. The name of the laundromat will be Modern Suds Laundromat and will consist of all state of the art equipment which will include touch screens on all washers/dryers. The laundromat will also offer laundry detergents, laundry sheets, detergent pods, etc. for purchase as well. Modern Suds Laundromat will also be a "cashless" establishment with the exception of the payment center that will have a bill feeder for the purchase of a laundry card. The two methods for service on the washer/dryer would be payment by laundry card or smart phone once optional app is installed.

Thank you

Vincent Frascchetti



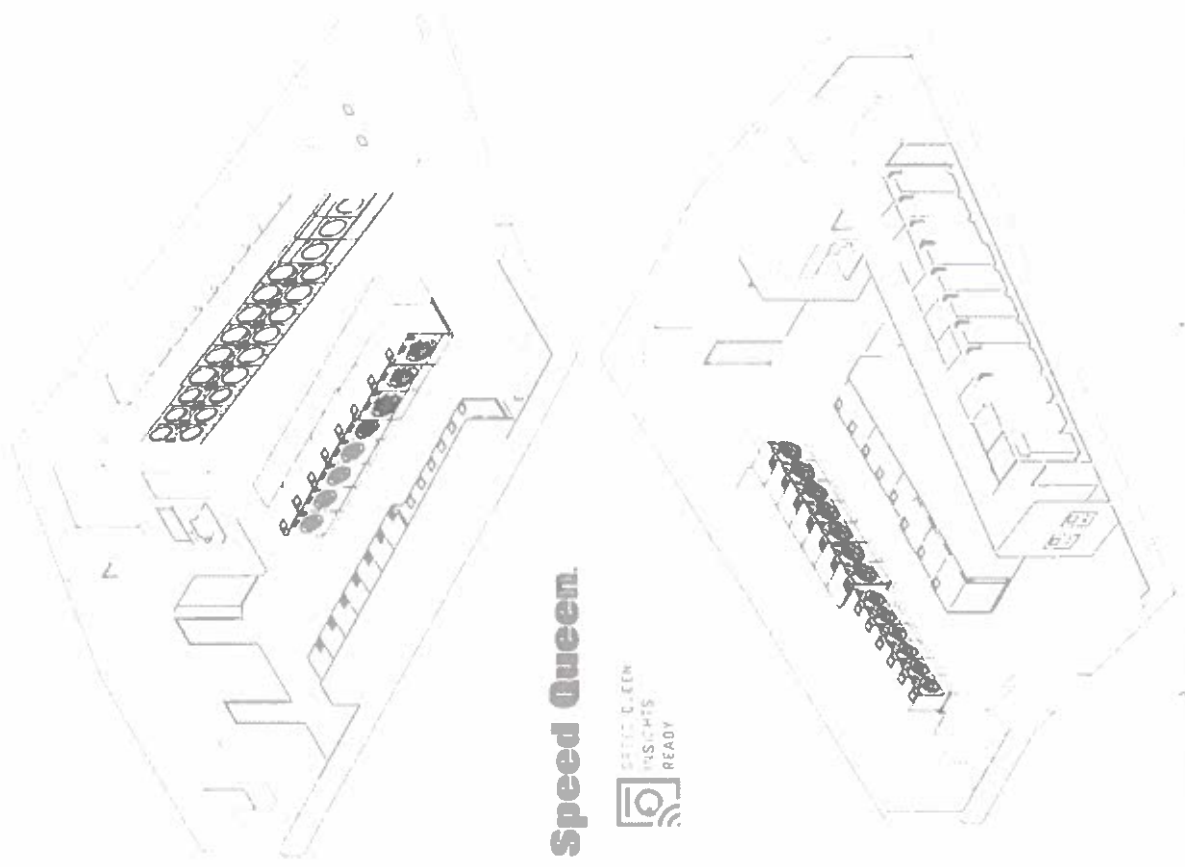
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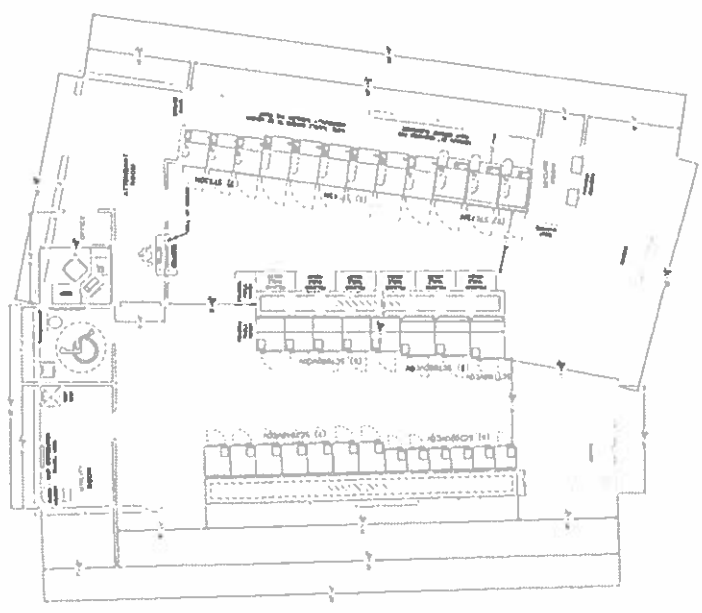
Speed Queen
 THE FUTURE OF LAUNDRY

30441 EUCLID AVE

ADDRES: 30441 EUCLID AVE
 CLEVELAND, OH 44130
 MODEL: 901-201-13



Speed Queen



DRAWING NOTES

- THESE DRAWINGS ARE FOR INFORMATION PURPOSES ONLY. ALL CONSTRUCTION SHALL CONFORM TO ALL LOCAL CODES AND PRACTICES.
- ALL VALUES MAY CHANGE WITHOUT NOTICE.
- DO NOT SCALE DRAWINGS.
- ALL CONNECTIONS AND SERVICES SHALL BE MADE BY QUALIFIED TECHNICIANS.

EQUIPMENT SPECIFICATIONS

ITEM NUMBER	DESCRIPTION	QTY	MANUFACTURER	MODEL	APRIL 2018
1	WASHER	10	WASHER	WASHER	1000 lbs.
2	DRYER	10	DRYER	DRYER	1000 lbs.
3	WASHER	5	WASHER	WASHER	500 lbs.
4	DRYER	5	DRYER	DRYER	500 lbs.
5	WASHER	5	WASHER	WASHER	500 lbs.
6	DRYER	5	DRYER	DRYER	500 lbs.
7	WASHER	5	WASHER	WASHER	500 lbs.
8	DRYER	5	DRYER	DRYER	500 lbs.
9	WASHER	5	WASHER	WASHER	500 lbs.
10	DRYER	5	DRYER	DRYER	500 lbs.
11	WASHER	5	WASHER	WASHER	500 lbs.
12	DRYER	5	DRYER	DRYER	500 lbs.
13	WASHER	5	WASHER	WASHER	500 lbs.
14	DRYER	5	DRYER	DRYER	500 lbs.
15	WASHER	5	WASHER	WASHER	500 lbs.
16	DRYER	5	DRYER	DRYER	500 lbs.
17	WASHER	5	WASHER	WASHER	500 lbs.
18	DRYER	5	DRYER	DRYER	500 lbs.
19	WASHER	5	WASHER	WASHER	500 lbs.
20	DRYER	5	DRYER	DRYER	500 lbs.
21	WASHER	5	WASHER	WASHER	500 lbs.
22	DRYER	5	DRYER	DRYER	500 lbs.
23	WASHER	5	WASHER	WASHER	500 lbs.
24	DRYER	5	DRYER	DRYER	500 lbs.
25	WASHER	5	WASHER	WASHER	500 lbs.
26	DRYER	5	DRYER	DRYER	500 lbs.
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57	WASHER	5	WASHER	WASHER	500 lbs.
58	DRYER	5	DRYER	DRYER	500 lbs.
59	WASHER	5	WASHER	WASHER	500 lbs.
60	DRYER	5	DRYER	DRYER	500 lbs.
61	WASHER	5	WASHER	WASHER	500 lbs.
62	DRYER	5	DRYER	DRYER	500 lbs.
63	WASHER	5	WASHER	WASHER	500 lbs.
64	DRYER	5	DRYER	DRYER	500 lbs.
65	WASHER	5	WASHER	WASHER	500 lbs.
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75	WASHER	5	WASHER	WASHER	500 lbs.
76	DRYER	5	DRYER	DRYER	500 lbs.
77	WASHER	5	WASHER	WASHER	500 lbs.
78	DRYER	5	DRYER	DRYER	500 lbs.
79	WASHER	5	WASHER	WASHER	500 lbs.
80	DRYER	5	DRYER	DRYER	500 lbs.
81	WASHER	5	WASHER	WASHER	500 lbs.
82	DRYER	5	DRYER	DRYER	500 lbs.
83	WASHER	5	WASHER	WASHER	500 lbs.
84	DRYER	5	DRYER	DRYER	500 lbs.
85	WASHER	5	WASHER	WASHER	500 lbs.
86	DRYER	5	DRYER	DRYER	500 lbs.
87	WASHER	5	WASHER	WASHER	500 lbs.
88	DRYER	5	DRYER	DRYER	500 lbs.
89	WASHER	5	WASHER	WASHER	500 lbs.
90	DRYER	5	DRYER	DRYER	500 lbs.
91	WASHER	5	WASHER	WASHER	500 lbs.
92	DRYER	5	DRYER	DRYER	500 lbs.
93	WASHER	5	WASHER	WASHER	500 lbs.
94	DRYER	5	DRYER	DRYER	500 lbs.
95	WASHER	5	WASHER	WASHER	500 lbs.
96	DRYER	5	DRYER	DRYER	500 lbs.
97	WASHER	5	WASHER	WASHER	500 lbs.
98	DRYER	5	DRYER	DRYER	500 lbs.
99	WASHER	5	WASHER	WASHER	500 lbs.
100	DRYER	5	DRYER	DRYER	500 lbs.

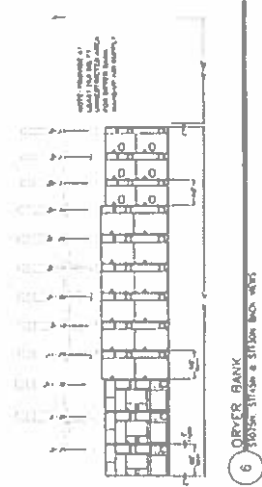
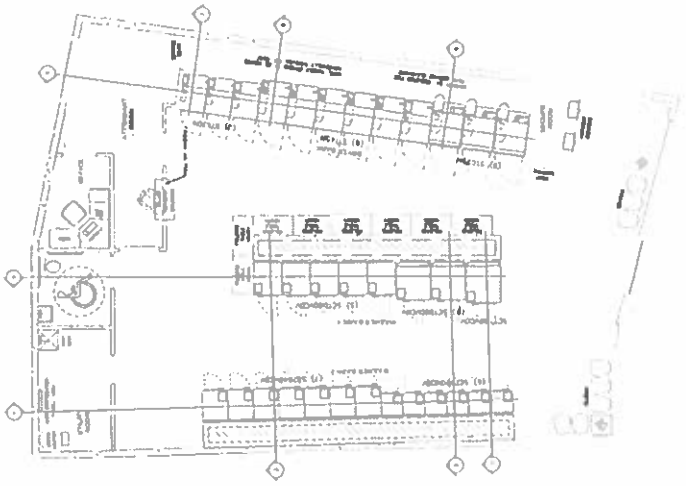
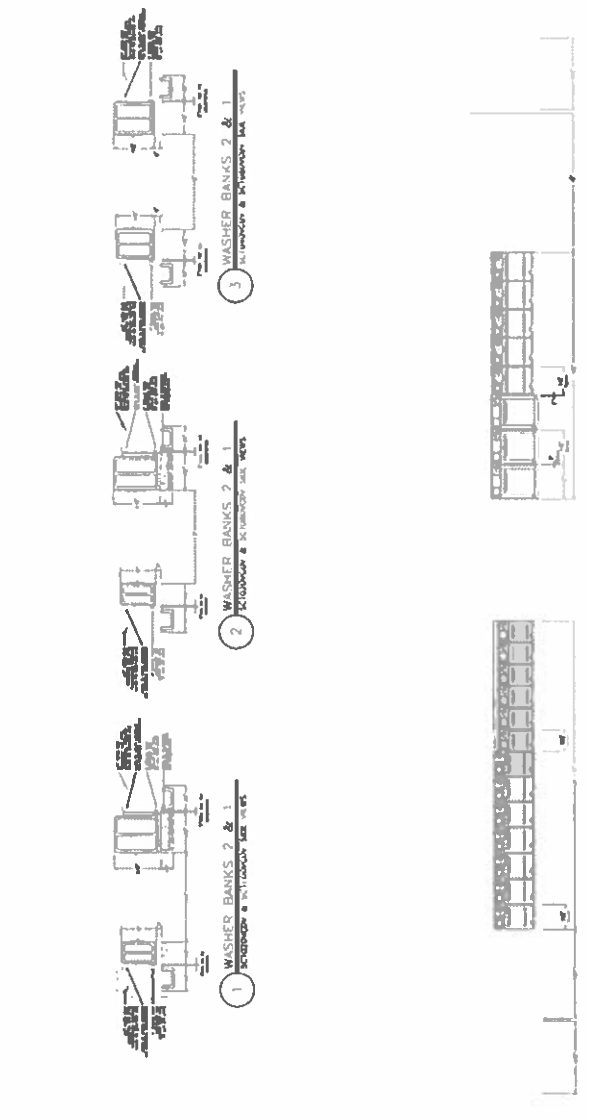
3044* EUCLID AVE

LDP-4412
1625

Allison Laundry
Shepard Street
Racine, WI 54971

LAD
EQUIPMENT
ELEVATIONS

SHEET 3 OF 5
5-May-23



30441 EUCLID AVE

Advanced Laundry
1 Shippard Street
Ripon, WI, 54971

LAD

UTILITIES
SPECIFICATIONS

SHEET 3 OF 5

8-MAR-23

LAUNDRY EQUIPMENT LIST	
NO.	DESCRIPTION
1	WASHER BANK 1
2	WASHER BANK 2
3	DRYER BANK 1
4	DRYER BANK 2

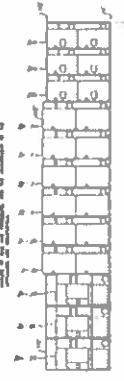
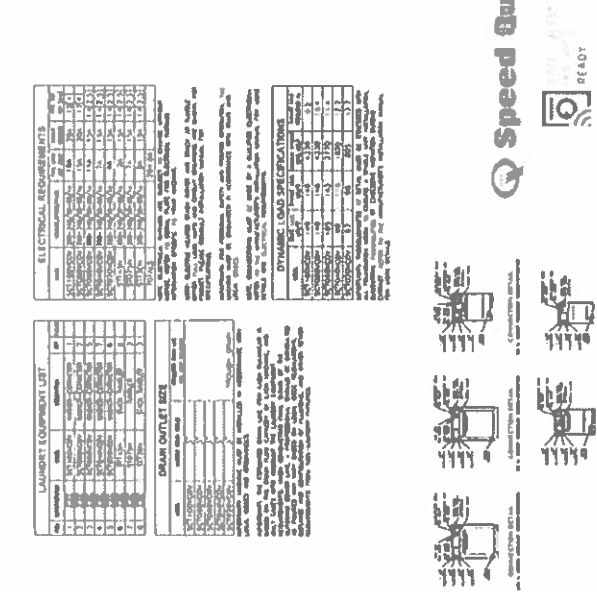
ELECTRICAL REQUIREMENTS	
NO.	DESCRIPTION
1	WASHER BANK 1
2	WASHER BANK 2
3	DRYER BANK 1
4	DRYER BANK 2

DRAIN OUTLET SIZE	
NO.	DESCRIPTION
1	WASHER BANK 1
2	WASHER BANK 2
3	DRYER BANK 1
4	DRYER BANK 2

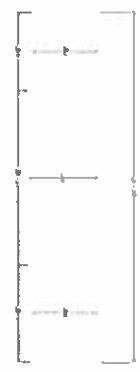
EXHAUST/VENT OUTLET SIZE	
NO.	DESCRIPTION
1	WASHER BANK 1
2	WASHER BANK 2
3	DRYER BANK 1
4	DRYER BANK 2

WATER INLET SUPPLY	
NO.	DESCRIPTION
1	WASHER BANK 1
2	WASHER BANK 2
3	DRYER BANK 1
4	DRYER BANK 2

Speed Queen
READY TO GO



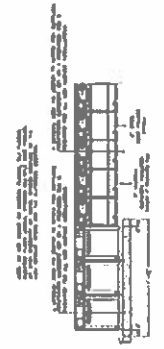
6A DRYER BANK 1
UTILITIES CONNECTION



6B DRYER BANK 2
UTILITIES CONNECTION



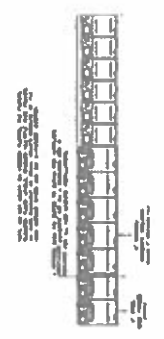
5A WASHER BANK 1
UTILITIES CONNECTION



5B WASHER BANK 2
UTILITIES CONNECTION



4A WASHER BANK 1
UTILITIES CONNECTION



4B WASHER BANK 2
UTILITIES CONNECTION



EQUIPMENT NEEDED:

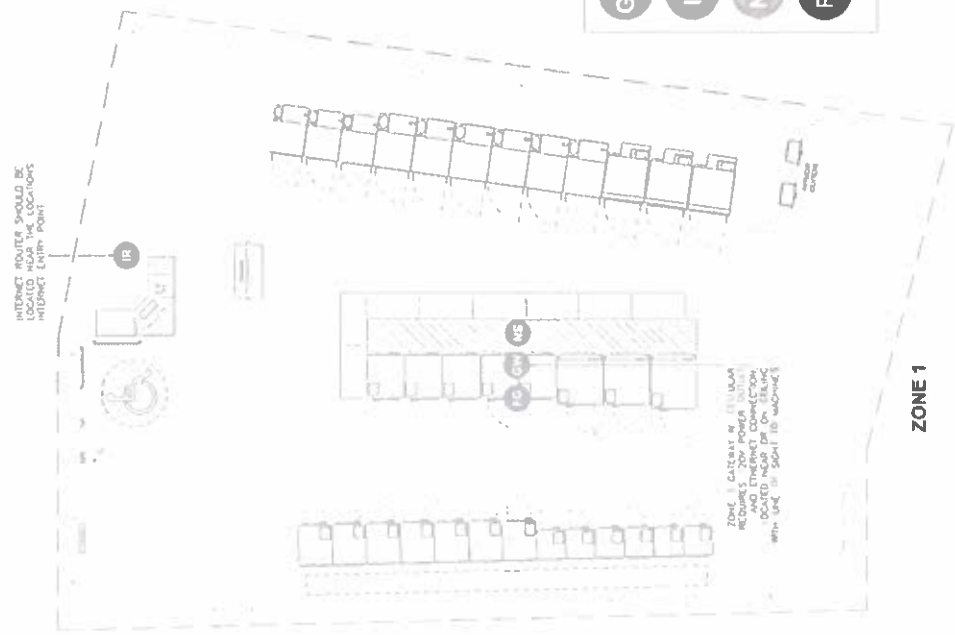
- MACHINES WITH NETWORK BOARDS OR BUILT-IN CONNECTIVITY
- GATEWAY KIT(S)
- NETWORK SWITCH (FOR LOCATIONS WITH THREE OR MORE CELLULAR GATEWAYS)
- USB IR INTERFACE KIT
- ANDROID 5.0 (MARSHMALLOW) WITH INTERNET CONNECTION OR SPEED QUEEN QUANTUM PC SOFTWARE
- THE FACILITY MUST HAVE INTERNET ACCESS

NOTE: GATEWAYS SHOULD NOT BE NEAR OTHER ELECTRICAL DEVICES (MICROWAVES, TVS, ETC.) AND SHOULD NOT BE PLACED BEHIND WALLS OR METAL BARRIERS. MAKE SURE ANTENNAS ARE POINTED DOWN IN DIFFERENT DIRECTIONS.

NOTE: FOR 3 OR MORE GATEWAYS, A SINGLE ETHERNET CABLE SHOULD BE RUN FROM THE INTERNET ROUTER TO THE NETWORK SWITCH FROM THE NETWORK SWITCH. ETHERNET CABLES WILL BE RUN TO GATEWAYS.

NOTE: ETHERNET CONNECTION IS RECOMMENDED WHEREVER POSSIBLE FOR MAXIMUM RELIABILITY. FOR OPTIMAL PERFORMANCE, A BROADBAND INTERNET CONNECTION SPEED OF 10Mbps IS REQUIRED.

PRO TIP: IT IS HIGHLY RECOMMENDED TO PUT THE GATEWAY POWER OUTLETS ON A SWITCH OR WI-FI SMART PLUG TO MAKE POWER CYCLING EASY.



GW GATEWAY

IR INTERNET ROUTER

NS NETWORK SWITCH

FG FAILOVER GATEWAY

30441 EUCLID AVE
LDR-3412
1625

Alliance Laundry
1 Shepard Street
Rochester, WI 54071

LAD

NETWORKING SPECIFICATIONS

SHEET 4 OF 5

8-Mar-23

**PLEASE CONTACT SOFTWARE SUPPORT FOR QUESTIONS.
EMAIL SOFTWARESUPPORT@ALLIANCELS.COM OR CALL 1-844-241-5519.**



City of Willowick
PLANNING COMMISSION – DRAFT NOT APPROVED
Monday, April 10, 2023 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.

MINUTES

Call meeting to order

The April 10th, 2023, meeting was called to order at 7:30pm.

Pledge of Allegiance to the Flag

At this time Mayor Vanni swore in the new Planning Commission member: Adam Fortney.

Roll Call

PRESENT

- Mark Carden
- Robert Houry
- Jef Hren
- Eric Foisel
- Joan Raymond
- John Urwin
- Adam Fortney

ALSO PRESENT

Chief Brennan

ABSENT:

Law Director Landgraf

Approval of Minutes

Planning Commission Minutes - February 13th, 2023

Motion made to approve the February 13th, 2023, Planning Commission meeting minutes made by Mr. Foisel, Seconded by Mr. Urwin.

Voting Yea: Mr. Carden, Mr. Houry, Mr. Hren, Mr. Foisel, Ms. Raymond, Mr. Urwin

Voting Abstaining: Mr. Fortney

Development & Plan Review Committee

No report.

Rules Committee

No report.

City Engineer's Report – Mr. McLaughlin

No report.

Law Director's Report – Ms. Landgraf

No report.

Architectural Review Board

No report.

Community Reinvestment Area – Mr. Carden

No report.

Public Hearings**Public Portion**

Public portion was opened and closed at 7:34 with no public present.

Remarks – Old Business

No discussion.

Remarks – New BusinessLuxury Brand Party Co. / Top Designer Landscaping - Located at 30509 Euclid Ave.

Mrs. Jones was present representing Luxury Brand Party Co. and Rico Webster and was present representing Top Designer Landscaping located at 30509 Euclid Avenue. Mrs. Jones, stated that Luxury Brand Party Co is a party supply rental establishment where people will be able to come in and rent the party supplies that she has such as tables, chairs and/or all of the "pretty items" you see at events such as graduations. The front of this establishment will be used for people to come in and set up the rentals, sign contracts etc. she advised that she also has a website where you can rent the items online, the storage of these items will be in an off-site storage facility as she needs the height space. Mrs. Jones advised the board that this space will be shared with Rico Webster's business Top Designer Landscaping. Mr. Webster stated that he has been in business for about 12 years, company is Veteran owned, and he is a retired police officer. He advised the board that he has contracts with RTA, Cleveland Schools and additional projects. He advised that the back portion of this establishment will be used for his business for storage of items, there will be no gas, no chemicals as most of the equipment will be stored in trailers at the back of the building in the parking lot. There was some discussion of the location of the building on Euclid Avenue, it was stated that this establishment used to be a contracting company, there is an office portion up front and a storage space in the back, there is plenty of parking space and about an acre of land behind the building. Mr. Carden clarified to Mrs. Jones regarding Luxury Brand Party Co. that this is not an event space. she responded stating that this is not an event space, just rental of party supplies. Mr. Foisel wanted to clarify to Mr. Webster regarding Top Designer Landscaping that the trucks and trailers will not be visible from Euclid Avenue, Mr. Webster stated that they are behind the building, where there is a fenced in area. The waste from the landscaping business will be dumped at a dump, this location is a home base essentially to come in load trucks and head out for the workday. It was asked of Chief Brennan, if he has been inside this establishment, Chief Brennan stated that based on the floor plan submitted it does not look like any interior construction will

be taking place, Mr. Webster stated that, that is correct. There was some discussion regarding ordinance 1143.03, the recommendation to City Council and inspections once/if approved. There was also some discussion regarding the 2011 zoning changes and making this area retail whereas it was previously industrial.

Motion made to recommend Luxury Brand Party Co. / Top Designer Landscaping - Located at 30509 Euclid Ave. to City Council made by Mr. Hren, Seconded by Mr. Houry.

Voting Yea: Mr. Carden, Mr. Houry, Mr. Hren, Mr. Foisel, Ms. Raymond, Mr. Urwin, Mr. Fortney

Modern Suds Laundromat - Located at 30437 Euclid Ave

Vincent Fraschetti was present with Sam (who is assisting him with the equipment and layout) representing Modern Suds Laundromat - Located at 30437 Euclid Avenue, he advised that the new establishment would consume both units. The machines and equipment are all brand new, touch screen technology that has never been seen before. He advised that payment methods are going to be through an app or laundry card, in attempt to have this a cashless business. The only thing that will accept cash would be the payment center to purchase the laundry card or payment through a phone app. He stated that the idea is to start off as a full self-service laundromat, with the option to do a wash, dry, fold service in the future and at that point there would be one or two employees on site. If there are any issues with machines, they can call a phone number (that will be listed) and be advised to switch to another washer/dryer for a free charge, everything is literally the touch of a button, very user friendly, customers will also be able to go onto the app to see what machines are in use and what machines are not being used so you are not waiting in line, they will be able to see the time left on the machine they are using machine to know when their laundry is complete. Mr. Houry asked if there will be any security and Mr. Fraschetti stated that yes there will be cameras 24 hours, utilizing his app he will be able to lock and unlock the establishment and monitor at all times remotely. He advised that he is about 30 minutes from this location and will be in and out on a daily business. It was asked if customers will need the app to enter the establishment during regular business hours, Mr. Fraschetti stated that while they thought about doing so, he doesn't want to limit customers so they will not be doing that. There was some discussion regarding different laundromats in the area. Mr. Foisel stated that his only concern would be people congregating at the laundromat, since there will not be employees onsite. Mr. Fraschetti responded stating that is one of the reasons he wanted to go cashless, there will not be anything at the establishment that will encourage people to hang around if they are not doing their laundry and again there are cameras always running and being monitored so if something suspicious is taking place, Mr. Fraschetti can call the authorities and make the commute there. Mr. Houry asked what the hours of operation would be and Mr. Fraschetti stated 5am to 10pm, not 24 hours. It was asked how a situation would be handled if it is after closing time and there is someone still present in the establishment, Mr. Fraschetti stated that if it is after 10pm, he will drive to the location to handle the situation. Mr. Fraschetti stated that in the future he does plan to have an employee or two onsite for a wash dry fold service, he stated that the reason that they have not decided to do that service to start is because they want to get the business established. There was discussion regarding what sets Modern Suds aside from standard laundromats and the maintenance service of the machines. It was asked if they plan to have a monitoring system if water lines break or leaks of any kind, Mr. Fraschetti responded stating that they will have pressure sensors and they are monitored with an alarm system. Councilwoman Antosh asked Chief Brennan if there is enough parking spaces between the tattoo place and Giuseppe's, Chief Brennan stated that when the addition was approved for Giuseppe's all of the parking was figured in at that time, under 1145 restaurants are more stringent with regards to parking so as far as the parking goes and what the establishment is now being used for, there is enough parking.

Motion made to recommend to City Council Modern Suds Laundromat - Located at 30437 Euclid Ave by Mr. Hren, Seconded by Mr. Carden.

Voting Yea: Mr. Carden, Mr. Houry, Mr. Hren, Mr. Foisel, Ms. Raymond, Mr. Urwin, Mr. Fortney

Adjournment

Motion to adjourn the April 10th, 2023, Planning Commission meeting at 8:12pm made by Mr. Hren, Seconded by Mr. Urwin.

Voting Yea: Mr. Carden, Mr. Houry, Mr. Hren, Mr. Foisel, Ms. Raymond, Mr. Urwin, Mr. Fortney



6633 Benedict Dr. Middleburg Hts., Ohio 44130 216-832-8513

THIS CONTRACT for the personal services of **The ReBeats Band/RSM Productions, LLC** ("Performer") on the engagement described below is made this 2nd day of February, 2023, between the undersigned purchaser of entertainment (herein called "Purchaser") and the undersigned Performer.

1 Name, Address and Telephone Number of the Place of Engagement:

City of Willowick Lakefront Lodge 30525 Lakeshore Blvd Willowick, OH 44095 (440) 585-5112

2. Date(s): Sunday, June 25th, 2023

3 Times of Engagement: Starting 6:30PM Finishing 8:30PM

4. Compensation Agreed Upon: \$900.00

Purchaser Will Make Payments To: "**RSM Productions, LLC**" Federal Tax ID # **273625588**", immediately following their Performance.

5. Additional Terms (if any): "Addendum A" is part of this agreement.

6. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by means whatsoever, without written permission of Performer.

7. This Contract, except for acts of God, may not be cancelled by either party less than 90 days before the performance date.

8. The terms of this contract may not be changed except as may be mutually agreed by both the Purchaser and the Performer.

9. It is understood that the Performer is an independent contractor and is not an employee of the Purchaser.

10. If at anytime any musician shall become incapacitated or otherwise unable to perform, he/she shall be replaced by a musician of the same ability.

11. Musicians performing shall be afforded the same courtesies (food, refreshments, etc.) as other workers present at the engagement.

12. Any controversies arising between the Performer and the Purchaser pertaining to this contract shall be subject to the laws of the State of Ohio.

13. The person signing this agreement on behalf of the Purchaser or on behalf of the Performer warrants that he/she signs as a properly authorized representative of said Purchaser or Performer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names on the day and year first above written.

Doreen Nevulis
Print Purchaser Full and Correct Name

Doreen Nevulis
Signature of Purchaser

Purchasers Address and Telephone Number

The ReBeats/RSM Productions, LLC
Print Name of Performer

Rick S. Mantavari, President
Signature of Performer

6633 Benedict Dr. Middleburg Hts., Ohio 44130 216-832-8513
Performers Address Telephone Number

ADDENDUM "A"

CONDITIONS TO OUTDOOR PERFORMANCE

1. Stage, or solid surface (wood/concrete approximately 30' x 8') must be provided by the Purchaser (we will not perform on the ground).
2. In the case of a thunderstorm prior to commencing, The ReBeats reserve the right to not perform, if in it's Leader's judgment he determines that its members are in danger of bodily harm. The Purchaser is responsible for the full payment amount if, in fact The ReBeats are unable to perform due to adverse weather conditions.
3. In the case of a thunderstorm while performing, The ReBeats will stop performing and will not resume performing until the storm is over. Upon resumption, we will perform for half of the time missed due to the delay, unless the delay is over two hours.
(*example*: Scheduled performance time is 7:00PM till 10:30PM, during the engagement there is a one hour rain delay, The ReBeats will perform till 11:00PM).
The Purchaser is responsible for the full payment amount.
4. The ReBeats and equipment must be completely enclosed and dry at all times.
5. Properly protected power outlets are the responsibility of the Purchaser.
(*example*: Six dual outlets 120VZC, 15 amps each, outdoor grade cable)



REQUISITION

Item #17.

REQUISITION# 003328
 DATE 04/24/2023
 EXPIRE DATE

Requested by : DOREEN NEVULIS

Vendor:
 RSM PRODUCTIONS, LLC
 6633 BENEDICT DR
 MIDDLEBURG HTS., OH 44130

Ship To:
 WILLOWICK SENIOR CITIZENS CENT
 321 EAST 314TH STREET
 WILLOWICK, OH 44095

ACCOUNT NAME	ACCOUNT NUMBER	UN-ENCUMBERED BALANCE	AMOUNT
Donation Purchases	803 811.5800		900.00

QJANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
1 00		CONCERTS IN THE PARK JUNE 25TH 2023 THE REBEATS		900.00

TOTAL: \$900.00

APPROVALS

#Route	Level	Date	Comment	#Route	Level	Date	Comment
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PLEASE COMPLETE THIS SECTION AND RETURN TO FINANCE WHEN GOODS HAVE BEEN RECEIVED

Date Received	Quantity Received	Condition
---------------	-------------------	-----------

APPROVAL FOR PAYMENT

Signature of Authorized Personnel



Swamp Rattlers

Paul J. Pira

8211 Depot Road

Saybrook Twp , Ohio 44004

THIS CONTRACT for the personal services of the **Swamp Rattlers** on the engagement described below is made this **February 9, 2023** between the undersigned purchaser of entertainment (herein called "Purchaser") and the undersigned Performer

1. Name, Address and Telephone Number of the Place of Engagement

City of Willowick Lakefront Lodge 30525 Lakeshore Blvd Willowick, OH 44095 (440) 585-5112

2 Date(s): July 9

3. Times of Engagement: **Starting 6:00PM Finishing 8:00PM**

4 Compensation Agreed Upon **\$550.00**

Purchaser Will Make Payments To **Check made payable to: Paul J. Pira**, immediately following their Performance

5. Additional Terms (if any): "Addendum A" is part of this agreement.

6. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by means whatsoever without written permission of Performer.

7. This Contract except for acts of God, may not be cancelled by either party less than 90 days before the performance date

8. The terms of this contract may not be changed except as may be mutually agreed by both the Purchaser and the Performer

9. It is understood that the Performer is an independent contractor and is not an employee of the Purchaser.

10. If at any time, any musician shall become incapacitated or otherwise unable to perform, he/she shall be replaced by a musician of the same ability

11 Musicians performing shall be afforded the same courtesies (food, refreshments, etc.) as other workers present at the engagement

12 Any controversies arising between the Performer and the Purchaser pertaining to this contract shall be subject to the laws of the State of Ohio

13. The person signing this agreement on behalf of the Purchaser or on behalf of the Performer warrants that he/she signs as a properly authorized representative of said Purchaser or Performer.

The Swamp Rattlers

IN WITNESS WHEREOF the parties hereto have hereunto set their names on the day and year first above written

Paul J. Pica (Swamp Rattlers)

Print Name of Performer

Signature of Purchaser

Print Purchasers Full and Correct Name

Signature of Performer

[Signature] 2-9-2023

{Band Representative}

ADDENDUM "A"

CONDITIONS TO OUTDOOR PERFORMANCE

1 Stage, or solid surface (wood/concrete approximately 30' x 8') must be provided by the Purchaser (we will not perform on the ground).

2 In the case of a thunderstorm prior to commencing, The Swamp Rattlers reserve the right to not perform, if in it's Leader's judgment he determines that its members are in danger of bodily harm. The Purchaser is responsible for the full payment amount if, in fact The Swamp Rattlers are unable to perform due to adverse weather conditions.

3 In the case of a thunderstorm while performing, The Swamp Rattlers will stop performing and will not resume performing until the storm is over. Upon resumption, we will perform for half of the time missed due to the delay, unless the delay is over two hours. (example: Scheduled performance time is 7:00PM till 10:30PM, during the engagement there is a one hour rain delay, The Swamp Rattlers will perform till 11:00PM)

The Purchaser is responsible for the full payment amount

4. The Swamp Rattlers and equipment must be completely dry at all times.

5. Properly protected power outlets are the responsibility of the Purchaser.

(example: Six dual outlets 120V2C, 15 amps each, outdoor grade cable)

REQUISITION

REQUISITION # 003329

DATE 04/24/2023

EXPIRE DATE



Requested by : DOREEN NEVULIS

Vendor:

PAUL J. PIRA
8211 DEPOT RD.
ASHTABULA, OH 44004

Ship To:

WILLOWICK SENIOR CITIZENS CENT
321 EAST 314TH STREET
WILLOWICK, OH 44095

ACCOUNT NAME	ACCOUNT NUMBER	UN-ENCUMBERED BALANCE	AMOUNT
Donation Purchases	803.811.5800		550.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
1.00		CONCERTS IN THE PARK JULY 9TH 2023 THE SWAMP RATTLERS		550.00

TOTAL: \$550.00

APPROVALS

#Route	Level	Date	Comment	#Route	Level	Date	Comment
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PLEASE COMPLETE THIS SECTION AND RETURN TO FINANCE WHEN GOODS HAVE BEEN RECEIVED

Date Received	Quantity Received	Condition
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APPROVAL FOR PAYMENT

Signature of Authorized Personnel:

BAND PERFORMANCE AGREEMENT

This BAND PERFORMANCE AGREEMENT is made on **Wednesday, February 1, 2023** by and between the **City of Willowick** (Venue/Event Administrator) ("Purchaser") and **Funkology Entertainment LLC** ("Band"). In consideration of the mutual promises and obligations in this Agreement, Purchaser and Band agree as follows:

- 1) **Engagement:** The Purchaser engages the Band to render a musical performance (the "Performance"), and Band agrees to render such Performance under the terms and conditions set forth in this Agreement. Band's performance pursuant to this Agreement is subject to the unavailability of Band as a result of sickness, accidents, acts of God, and other causes reasonably beyond Band's control.
- 2) **Location of Performance:** The Performance will take place at the following location:

Name of Venue/Location:

Lakefront Lodge

Venue/Location Address:

30525 Lakeshore Blvd Willowick, Ohio 44095
- 3) **Date and Time of Performance:** The date of the Performance is **Sunday, July 16, 2023**. The Venue/Location will be available for set up on the Performance date at **3:30 PM**. The Performance will be between the hours of **6:00 PM - 8:00 PM**. Band will play a Performance consisting of **1 sets** with periodic breaks between sets.
- 4) **Payment:** In consideration for Band's services at the Performance, Purchaser agrees to pay the set fee of **\$850.00**, payable in full at the time of Performance. Payment shall be made in cash unless the Band has previously agreed to payment by bank check from Purchaser, received in advance of Performance.
 - a) Deposit Required N/A. If this Section 4 a is checked, Purchaser will pay Band an advance Deposit in the amount of \$ _____ on or before _____. If the Deposit is not received by Band on or before this date, Band shall have the option of cancelling this Performance Agreement with no notice or further responsibility to Purchaser.
 - b) Payment of Balance. Purchaser shall pay the remaining balance due to Band, after deducting any prepaid Deposit, in full at the time of Performance, in cash unless the Band has previously agreed to payment by advance bank

check from Purchaser.

- 5) **Cancellation:** In the event Purchaser cancels the Performance less than 30 days prior to the scheduled date, Purchaser will forfeit any prepaid Deposit, or, if no prepaid Deposit has been required, will pay Band a Cancellation Fee of 0% of the set fee described in Paragraph 4 (the "Cancellation Fee"). Upon payment of the Cancellation Fee or forfeit of any prepaid Deposit, Purchaser will have no further liability to Band pursuant to this Agreement. Band may cancel the Performance within Thirty (30) days of the Performance Date, or in the event of sickness, accidents, acts of God, or other causes reasonably beyond Band's control, in which case any Prepaid Deposit will be refunded to Purchaser and Band will have no further obligation to Purchaser.
- 6) **No Taping of Performance Without Band Permission:** Except as provided in Paragraph 7, Purchaser will not tape or transmit copies of the Performance or photographs of the Band without advance approval of Band.
- 7) **Promotion of Performance:** While Band will, in its sole discretion, promote the Performance when possible, Purchaser shall be responsible for all promotion and production of the Performance. Purchaser agrees to use its best efforts to promote the Performance with publicity, advertising, in-venue promotions, calendar listings, and any other means practical. Purchaser may use Band's name, photos, and likenesses for purposes of promotion of the Performance with prior permission of Band.
- 8) **Production Details:**
- _____ - if checked, Purchaser will provide all Performance Venue production items, including lighting and audio equipment. Purchaser is responsible for making arrangement for adequate electricity supply and outlets for Band at Performance.
- X - if checked, Band will provide its own lighting and audio equipment at Performance. However, Purchaser is responsible for making arrangement for adequate electricity supply and outlets for Band at Performance.
- 9) **Insurance and Liability:** Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property liability insurance coverage, and such coverage shall extend to all activities related to Band's Performance, including time of set up and take down. Except for claims arising from Band's intentional or willful acts, Purchaser shall indemnify and hold Band harmless from any third party claims for injury, loss or damage.
- 10) **Independent Contractor Status of Band:** The Band and all performers therein acknowledge that it and they are independent contractors, and not employees of

Purchaser, and shall be responsible for all taxes associated with the fees paid. Purchaser shall control the time and location of the performance, while Band shall control the manner, means and details of such Performance.

11) **Entirety of Agreement:** This Agreement constitutes the entire agreement between the parties, and can only be modified in writing, executed by both parties. The Agreement cannot be transferred or assigned without the written consent of the parties. The Agreement shall be governed by the laws of the State of Ohio. If any provision of the Agreement is held invalid, the remaining provisions shall remain in full force and effect and are severable.

12) **Authority to Execute:** Each signator to this Agreement represents that it has the legal authority to bind a party to the provisions of the Agreement.

FUNKOLOGY ENTERTAINMENT, LLC (Band)

Bryan Keller

Bryan Keller, Managing Member

PURCHASER: *Donna Aeno's* (Name)

Willowick Senior Center Coordinator

By:

Name:

Title:



REQUISITION

Item #19.

REQUISITION # 003330

DATE 04/24/2023

EXPIRE DATE

Requested by : DOREEN NEVULIS

Vendor:

FUNKOLOGY ENTERTAINMENT, INC
143 FALMOUTH COURT
BRUNSWICK, OH 44212

Ship To:

WILLOWICK SENIOR CITIZENS CENT
321 EAST 314TH STREET
WILLOWICK, OH 44095

ACCOUNT NAME	ACCOUNT NUMBER	UN-ENCUMBERED BALANCE	AMOUNT
Donation Purchases	803 811 5800		850.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
1.00		CONCERTS IN THE PARK JULY 16TH FUNKOLOGY		850.00

TOTAL: \$850.00

APPROVALS

#Route	Level	Date	Comment	#Route	Level	Date	Comment
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PLEASE COMPLETE THIS SECTION AND RETURN TO FINANCE WHEN GOODS HAVE BEEN RECEIVED

Date Received	Quantity Received	Condition
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APPROVAL FOR PAYMENT

Signature of Authorized Personnel:



Event Date: July 23, 2023 Item #20.

Ron Sluga & Friends

32306 Glen Arden Drive - Willowick, Ohio 44095-3247

Phone: 440-585-0266

Email: ronsluga@ameritech.net

ENTERTAINMENT INVOICE

Ronald A. Sluga agrees to entertain for: Lakefront Lodge Concert in the Park

on Sunday, July 23, 2023 during the hours of: 6:00pm - 8:00pm

at Willowick Lakefront Lodge

Address 30525 Lakeshore Blvd. City: Willowick State: Ohio Zip: 44095

Contact: Gretchen Phone: 440-585-5112

Total performance hours: Two Hours (2)

For the sum of \$ 500. (Five hundred dollars) as per our agreement.

Total number of musicians performing: Six (6)

Debra Mendis accepted the above and has agreed to pay **Ronald A. Sluga** the sum of \$ 500.00 within 45 days of this engagement date.

Type/Style of Music to be played: Variety

Entertainer(s) listed above require a One-hour set up time before and a 1-hour teardown time after the actual entertainment time scheduled in this agreement.

Ronald A. Sluga
Signature - Ronald A. Sluga

Feb 2, 2023
Date



REQUISITION

Item #20.

REQUISITION # 003331
DATE 04/24/2023
EXPIRE DATE

Requested by : DOREEN NEVULIS

Vendor:

Ronald A. Sluga
32306 Glen Arden
Willowick, Ohio 44095

Ship To:

WILLOWICK SENIOR CITIZENS CENT
321 EAST 314TH STREET
WILLOWICK, OH 44095

ACCOUNT NAME	ACCOUNT NUMBER	UN-ENCUMBERED BALANCE	AMOUNT
Donation Purchases	803.811.5800		500.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
1.00		CONCERTS NTHE PARK JULY 23RD 2023 RONALD A SLUGA		500.00

TOTAL: \$500.00

APPROVALS

#Route	Level	Date	Comment	#Route	Level	Date	Comment
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PLEASE COMPLETE THIS SECTION AND RETURN TO FINANCE WHEN GOODS HAVE BEEN RECEIVED

Date Received	Quantity Received	Condition
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APPROVAL FOR PAYMENT

Signature of Authorized Personnel:

Stratford Hill Band

THIS CONTRACT for the personal services of the Stratford Hill Band on the engagement described below is made this day 02-07-23, between the undersigned purchaser of entertainment (herein called "Purchaser") and the undersigned Performer.

1. Name, Address and Telephone Number of the Place of Engagement:

City of Willowick Lakefront Lodge 30525 Lakeshore Blvd. Willowick, OH 44095 (440) 585-5112

2. Date: July 30th, 2023

3. Times of Engagement: **Starting 6:00PM Finishing 8:00PM**

4. Compensation Agreed Upon: \$600

Purchaser Will Make Payments To: James D Capaldi Jr (Stratford Hill Band)

following their Performance.

5. Additional Terms (if any): "Addendum A" is part of this agreement.

6. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by means whatsoever, without written permission of Performer.

7. This Contract, except for acts of God, may not be cancelled by either party less than 90 days before the performance date.

8. The terms of this contract may not be changed except as may be mutually agreed by both the Purchaser and the Performer.

9. It is understood that the Performer is an independent contractor and is not an employee of the Purchaser.

10. If at any time, any musician shall become incapacitated or otherwise unable to perform, he/she shall be replaced by a musician of the same ability.

11. Musicians performing shall be afforded the same courtesies (food, refreshments, etc.) as other workers present at the engagement.

12. Any controversies arising between the Performer and the Purchaser pertaining to this contract shall be subject to the laws of the State of Ohio.

13. The person signing this agreement on behalf of the Purchaser or on behalf of the Performer warrants that he/she signs as a properly authorized representative of said Purchaser or Performer.

The Stratford Hill Band


IN WITNESS WHEREOF, the parties hereto have hereunto set their names on the day and year first above written.

Print Name of Performer THE STRATFORD HILL BAND

Signature of Purchaser CITY OF WILLOWICK

Print Purchasers Full and Correct Name

Signature of Performer


JAMES D. CAPALDI JR.

ADDENDUM "A"

CONDITIONS TO OUTDOOR PERFORMANCE

1. Stage, or solid surface (wood/concrete approximately 30' x 8') must be provided by the Purchaser (we will not perform on the ground).
2. In the case of a thunderstorm prior to commencing, The Stratford Hill Band reserve the right to not perform, if in it's Leader's judgment he determines that its members are in danger of bodily harm. The Purchaser is responsible for the full payment amount if, in fact The Stratford Hill Band are unable to perform due to adverse weather conditions.
3. In the case of a thunderstorm while performing, The Stratford Hill Band will stop performing and will not resume performing until the storm is over. Upon resumption, we will perform for half of the time missed due to the delay, unless the delay is over two hours. (example: Scheduled performance time is 7:00PM till 10:30PM, during the engagement there is a one hour rain delay, The (Band Name) will perform till 11:00PM).

The Purchaser is responsible for the full payment amount.

4. The Stratford Hill Band and equipment must be completely enclosed and dry at all times.
5. Properly protected power outlets are the responsibility of the Purchaser.
(example: Six dual outlets 120VZC, 15 amps each, outdoor grade cable)



REQUISITION

Item #21.

REQUISITION# 003332
DATE 04/24/2023
EXPIRE DATE

Requested by : DOREEN NEVULIS

Vendor:

JAMES D CAPALDI JR
1831 RED BIRD ROAD
MADISON, OH 44057

Ship To:

WILLOWICK SENIOR CITIZENS CENT
321 EAST 314TH STREET
WILLOWICK, OH 44095

ACCOUNT NAME	ACCOUNT NUMBER	UN-ENCUMBERED BALANCE	AMOUNT
Donation Purchases	803 811 5800		600.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
1.00		CONCERTS IN THE PARK JULY 30TH 2023 STRATFORD HILL		600.00

TOTAL: \$600.00

APPROVALS

#Route	Level	Date	Comment	#Route	Level	Date	Comment
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PLEASE COMPLETE THIS SECTION AND RETURN TO FINANCE WHEN GOODS HAVE BEEN RECEIVED

Date Received	Quantity Received	Condition
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APPROVAL FOR PAYMENT

Signature of Authorized Personnel:



REQUISITION

Item #22.

REQUISITION # 003327

DATE 04/24/2023

EXPIRE DATE

Requested by : DOREEN NEVULIS

Vendor:

Great Lakes Telecom &
P. O. Box 379
Wadsworth, OH 44282

Ship To:

WILLOWICK SENIOR CITIZENS CENT
321 EAST 314TH STREET
WILLOWICK, OH 44095

ACCOUNT NAME	ACCOUNT NUMBER	UN-ENCUMBERED BALANCE	AMOUNT
Levy Fund	220.304.5603		8,610.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
1.00		INTERCOM SYSTEM FOR 4 ROOMS IN CENTER		8,610.00

TOTAL: \$8,610.00

APPROVALS

#Route	Level	Date	Comment	#Route	Level	Date	Comment
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PLEASE COMPLETE THIS SECTION AND RETURN TO FINANCE WHEN GOODS HAVE BEEN RECEIVED

Date Received	Quantity Received	Condition
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APPROVAL FOR PAYMENT

Signature of Authorized Personnel:

add. 504, 5603

Item #22.

Great Lakes Telecom & Electric, LLC *Reg#*

003327

P.O. BOX 379
WADSWORTH, OH. 44282
PHONE: 419-846-3809 FAX: 419-846-3810 CELL: 330-472-9489

PAGE 1 OF 2

CITY OF WILLOWICK
30435 LAKESHORE BLVD.
WILLOWICK, OHIO
44095

APRIL 7, 2023

ATT: DOREEN NEVULIS
SENIOR CENTER COORDINATOR

SUBJECT: SENIOR CENTER

ESTIMATE # 23-E035

DEAR MRS. NEVULIS

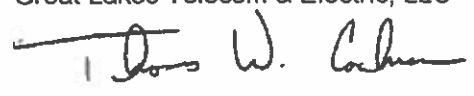
WE PROPOSE TO FURNISH THE NECESSARY LABOR & MATERIAL TO INSTALL THE INTERCOM SYSTEM FOR THE SUBJECT PROJECT IN ACCORDANCE WITH THE ATTACHED SCOPE OF WORK FOR THE SUM OF \$8,610.00 (EIGHT THOUSAND SIX HUNDRED AND TEN DOLLARS).

THIS PROPOSAL IS BASED ON ALL WORK BEING PERFORMED DURING NORMAL WORKING HOURS. THIS QUOTATION WILL REMAIN VALID FOR OUR ACCEPTANCE OF YOUR PURCHASE ORDER OR CONTRACT WITHIN TEN DAYS AFTER THE ABOVE DATE.

ALL OF OUR WORK IS GUARANTEED FOR ONE YEAR AFTER THE ITEM WAS PHYSICALLY INSTALLED.

WE THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE.

SINCERELY,
Great Lakes Telecom & Electric, LLC



Thomas W. Cochran
GENERAL MANAGER

PAGE 2 OF 2
APRIL 7, 2023
EST. # 23-E035

SCOPE OF WORK

LABOR:

1. INSTALL 2 WAY INTERCOM SYSTEM FROM MAIN OFFICE TO (4) ROOMS.

MATERIAL:

1. INTERCOM SYSTEM WITH (1) BASE STATION AND (4) ACTUATORS.
2. 18/2 CMP RATED CABLE AND SUPPORT HARDWARE.

CLARIFICATION'S:

ANY CHANGE IN THE ABOVE SCOPE OF WORK WILL CONSTITUTE A DEDUCTION FROM OR ADDITION TO THE QUOTED PRICE.

UNLESS SPECIFICALLY STATED HEREIN, THIS PROPOSAL DOES NOT INCLUDE MATERIAL OR LABOR ALLOWANCES TO CORRECT NATIONAL ELECTRICAL CODE VIOLATIONS.

THIS QUOTATION DOES NOT INCLUDE ADDITIONAL LABOR, MATERIAL AND TESTING COSTS THAT MIGHT BE INCURRED DUE TO THE PRESENCE OF ANY HAZARDOUS SUBSTANCE THAT MAY EXIST IN THE WORK AREA. SHOULD WE ENCOUNTER A HAZARDOUS SUBSTANCE ON THE SITE WE WILL QUIETLY STOP WORK AND NOTIFY YOU IMMEDIATELY.