



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

Tuesday, June 18, 2024 at 7:30 PM  
City Council Chambers

**ADA NOTICE**

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

**AMENDED AGENDA**

**CALL MEETING TO ORDER**

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**APPROVAL OF MINUTES**

1. Motion to Approve the Minutes of the June 4, 2024, Regular Council Meeting
2. Motion to Approve the Minutes of the June 13, 2024, Special Council Meeting

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

**ADMINISTRATIVE APPEALS**

3. Administrative Appeals Order 2024-7 (CAMPBELL)

An Order Granting a Variance and Exception to Install a Driveway Extension 4' 5" into the Front Yard to Park a Car in the Application of Section 1163.105(a) of the Codified Ordinances in Board of Zoning Appeals

4. Administrative Appeals Order No. 2024-8 (MOORE)

An Order Granting a Variance and Exception to Construct a 10'x12' Tool Shed on a Lot with No Habitable House in the Application of Section 1171.02(h) of the Codified Ordinances in Board of Zoning Appeals

5. Administrative Appeals Order No. 2024-9 (TOMPKINS)

An Order Granting a Variance and Exception of Side Yard Fencing Right and Left Side Yards in the Application of Section 1165.07(b) of the Codified Ordinances Board of Zoning Appeals

6. Administrative Appeals Order No. 2024-10 (TOMPKINS)

An Order Granting a Variance and Exception to Extend a Fence 6' from the House in the Application of Section 1165.07(c) of the Codified Ordinances in Board of Zoning Appeals

7. Administrative Appeals Order No. 2024-11 (TOMPKINS)

An Order Granting a Variance and Exception of a 2' Height for a Fence in the Application of Section 1165.07(c) of the Codified Ordinances in Board of Zoning Appeals

8. Administrative Appeals No. 2024-12 (TOMPKINS)

An Order Granting a Variance and Exception for a 3' High Rail Fence in the Front Yard in the Application of Section 1165.07 (a) of the Codified Ordinances in Board of Zoning Appeals

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

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

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

**Service Director** – Todd Shannon

**Recreation Director** – Julie Kless

**City Engineer** – Tim McLaughlin

**Finance Director** – Cheryl Benedict

**Law Director** – Stephanie Landgraf

**Police Chief** – Rob Daubenmire

**Fire Chief** – Bill Malovrh

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

**WARD MATTERS**

**PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

*c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

**REPORTS OF STANDING COMMITTEES**

**Finance** – Bisbee, Mohorcic, Antosh

**Safety** – Phares, Malta, McFarland

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

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

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

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

**Budget** – Mohorcic, Koudela, Bisbee

**LIAISON REPORTS**

**Planning** – Phares/Alternate Antosh

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

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

**Recreation Board** – Bisbee/Alternate Phares

**Plan Review Board** – Antosh

**Hearts & Hammers** – Malta

## **FUND TRANSFERS & BID AUTHORIZATIONS**

### **CONTRACT APPROVALS**

9. Motion Authorizing the Mayor to Enter into a Contract with Ron Sluga in the Amount of \$550.00 for the 2024 Summer Concert Series at Lakefront Park on July 28, 2024
10. Motion Authorizing the Mayor to Enter into a Contract with Funkology Entertainment, LLC., in the Amount of \$850.00 for the 2024 Summer Concert Series at Lakefront Park on August 4, 2024
11. Motion Authorizing the Mayor to Enter into a Contract with Abby Rodeo/Vern McClelland in the Amount of \$1,120.00 for the 2024 Summer Concert Series at Lakefront Park on August 11, 2024
12. Motion Authorizing the Mayor to Enter into a Contract with FM 77/Joe Alessandro in the Amount of \$1,300.00 for the 2024 Summer Concert Series at Lakefront Park on August 18, 2024
13. Motion Authorizing the Mayor to Enter into a Contract with Swamp Rattlers in the Amount of \$550.00 for the 2024 Summer Concert Series at Lakefront Park on August 25, 2024
14. Motion Authorizing the Mayor to Enter into a 48-month Lease with Ohio Business Machines for 6 Multifunction Devices in the Monthly Amount of \$990.00 and a Cost of .005 Per Black and White Copy and .049 Per Color Copy  
  
(Ohio Business Machines will issue a check in the amount of \$6,697 for the payments remaining on the current lease)
15. **ADD ON** Motion Authorizing the Mayor to Enter into a Contract with Beck Electric, Generators & Plumbing for the Community Center Generator Project in the Amount of \$152,450.00

## **INTRODUCTION & CONSIDERATION OF LEGISLATION**

### 16. Resolution No. 2024-28

A Resolution Appointing Willoughby City Council President Robert E. Carr to the Lake County 911 Program Review Committee Pursuant to Ohio Revised Code Section 128.03(A)(5)

**TABLED 5/21/2024**

### 17. Resolution No. 2024-33

A Resolution Adopting the Tax Budget for the Fiscal Year Beginning January 1, 2025, and Declaring an Emergency

### 18. Resolution No. 2024-34

A Resolution Authorizing the Adoption of an Alternative Method of Apportioning the Local Government Fund and Declaring an Emergency

19. Resolution No. 2024-35

A Resolution Authorizing the Purchase of Radios and Related Equipment from Motorola Solutions for Use in the Police Department, in the Amount of Two Hundred Thirteen Thousand Thirty-Six Dollars (\$213,036.00), and Declaring an Emergency

20. Resolution No. 2024-36

A Resolution Authorizing the Mayor of the City of Willowick to Enter into a Lease-Purchase Agreement with Huntington Public Capital Corporation, or a Related Subsidiary, for Five (5) Years in the Principal Amount of One Hundred Fifty-Three Thousand Sixty-Three Dollars (\$153,063.00) at an Interest Rate not to Exceed 5.10% for the Purpose of Financing the Purchase of Police Radios from Motorola Solutions and Declaring an Emergency

21. Ordinance No. 2024-30

An Ordinance Approving the Editing and Inclusion of Certain Ordinances as Parts of the Various Component Codes of the Codified Ordinances; Approving, Adopting and Enacting New Matter in the Updated and Revised Codified Ordinances; And Repealing Ordinances and Resolutions in Conflict Therewith

22. Ordinance No. 2024-31

An Ordinance Directing the Director of Finance to Certify delinquent Accounts to the Lake County Auditor and Lake County Treasurer for Collection as Property Tax and Declaring an Emergency

## MISCELLANEOUS

23. Motion to Authorize the Law Director to Prepare Legislation Amendment for City Charter Article III, Section 3.1 (see attached minutes for continuous discussions)

**TABLED 6/4/2024**

24. Motion to Authorize the Law Director to Prepare Legislation Amendment for City Charter Article III, Section 3.15 (see attached minutes dated May 2, 2024)

**TABLED 6/4/2024**

25. Motion Authorizing Change Order #1-FINAL to Trax Construction Co., in the Amount of \$29,254.41 for the 2023 Later Repair Program

26. Motion Authorizing the Release of Retainage in the Amount of \$8,504.76 to Trax Construction Co., for the 2024 Lateral Repair Program

27. Motion to Authorize the Expenditure of Funds to Baldwin & Sours in the Amount of \$12,282.00 for the Purchase of LED Crosswalk Signs to be Installed at the Intersection of E. 315th Street and Willowick Drive

## PUBLIC PARTICIPATION

## OTHER BUSINESS

## EXECUTIVE SESSION

## CLOSE EXECUTIVE SESSION

## ADJOURNMENT

ADMINISTRATIVE APPEAL ORDER NO. 2024-7

AN ORDER GRANTING A VARIANCE AND EXCEPTION TO INSTALL A DRIVEWAY EXTENSION 4’5” INTO THE FRONT YARD TO PARK A CAR IN THE APPLICATION OF SECTION 1163.105(a) OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 24-7  
JARON CAMPBELL  
121 E. 291 ST.

WHEREAS, at its meeting of June 12, 2024, the Board of Zoning Appeals, in Case No. 24-7, heard the appeal of Jaron Campbell for the requested variance and has recommended to Council that the variance to Section 1163.105(a) of the Codified Ordinances of the City of Willowick be granted; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant’s request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

#

SECTION 1. That the Applicant’s variance to Section 1163.105(a) of the Codified Ordinances is hereby \_\_\_\_\_.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: \_\_\_\_\_ 2024 \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2024-8

AN ORDER GRANTING A VARIANCE AND EXCEPTION TO CONSTRUCT A 10’X12’ TOOL SHED ON A LOT WITH NO HABITABLE HOUSE IN THE APPLICATION OF SECTION 1171.02(h) OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 24-8  
CHERILYNN MOORE  
168 E. 317 ST.

WHEREAS, at its meeting of June 12, 2024, the Board of Zoning Appeals, in Case No. 24-8, heard the appeal of Cherilynn Moore for the requested variance and has recommended to Council that the variance to Section 1171.02(h) of the Codified Ordinances of the City of Willowick be denied; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant’s request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

#

SECTION 1. That the Applicant’s variance to Section 1171.02(h) of the Codified Ordinances is hereby \_\_\_\_\_.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: \_\_\_\_\_ 2024 \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2024-10

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF SIDE YARD FENCING  
RIGHT AND LEFT SIDE YARDS IN THE APPLICATION OF SECTION 1165.07(b) OF THE  
CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 24-9  
JILLIAN TOMPKINS  
430 E. 308 ST.

WHEREAS, at its meeting of June 12, 2024, the Board of Zoning Appeals, in Case No. 24-9, heard the appeal of Jillian Tompkins for the requested variance and has recommended to Council that the variance to Section 1165.07(b) of the Codified Ordinances of the City of Willowick be granted; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

#

SECTION 1. That the Applicant's variance to Section 1165.07(b) of the Codified Ordinances is hereby \_\_\_\_\_.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: \_\_\_\_\_ 2024 \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2024-10

AN ORDER GRANTING A VARIANCE AND EXCEPTION TO EXTEND A FENCE 6' FROM THE HOUSE IN THE APPLICATION OF SECTION 1165.07(c) OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 24-9  
JILLIAN TOMPKINS  
430 E. 308 ST.

WHEREAS, at its meeting of June 12, 2024, the Board of Zoning Appeals, in Case No. 24-9, heard the appeal of Jillian Tompkins for the requested variance and has recommended to Council that the variance to Section 1165.07(c) of the Codified Ordinances of the City of Willowick be granted; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

#

SECTION 1. That the Applicant's variance to Section 1165.07(c) of the Codified Ordinances is hereby \_\_\_\_\_.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: \_\_\_\_\_ 2024 \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council



ADMINISTRATIVE APPEAL ORDER NO. 2024-11

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 2' HEIGHT FOR A FENCE  
IN THE APPLICATION OF SECTION 1165.07(c) OF THE CODIFIED ORDINANCES IN  
BOARD OF ZONING APPEALS

CASE 24-9  
JILLIAN TOMPKINS  
430 E. 308 ST.

WHEREAS, at its meeting of June 12, 2024, the Board of Zoning Appeals, in Case No. 24-9, heard the appeal of Jillian Tompkins for the requested variance and has recommended to Council that the variance to Section 1165.07(c) of the Codified Ordinances of the City of Willowick be granted; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

#

SECTION 1. That the Applicant's variance to Section 1165.07(c) of the Codified Ordinances is hereby \_\_\_\_\_.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: \_\_\_\_\_ 2024 \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2024-12

AN ORDER GRANTING A VARIANCE AND EXCEPTION FOR A 3' HIGH RAIL FENCE  
IN THE FRONT YARD IN THE APPLICATION OF SECTION 1165.07(a) OF THE  
CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 24-9  
JILLIAN TOMPKINS  
430 E. 308 ST.

WHEREAS, at its meeting of June 12, 2024, the Board of Zoning Appeals, in Case No. 24-9, heard the appeal of Jillian Tompkins for the requested variance and has recommended to Council that the variance to Section 1165.07(a) of the Codified Ordinances of the City of Willowick be granted; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

#

SECTION 1. That the Applicant's variance to Section 1165.07(a) of the Codified Ordinances is hereby \_\_\_\_\_.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: \_\_\_\_\_ 2024 \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

Vendor: 03582

July 28<sup>th</sup> **Ron Sluga \$550.00**

**Rain Dates:**

Sept. 8<sup>th</sup>

Sept 15<sup>th</sup>

Ron Sluga: Ron 440-585-0266

[pattywbs@ameritech.net](mailto:pattywbs@ameritech.net) (Ron's wife Patty's email)

**ENTERTAINMENT INVOICE**

Ronald A. Sluga agrees to entertain for: Lakefront Lodge Concert in the Park  
 on Sunday, July 28, 2024 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 \$ 550. (Five hundred fifty dollars) as per our agreement.

Total number of musicians performing: Five (5)

\_\_\_\_\_ accepted the above and has agreed to pay **Ronald A. Sluga** the sum of \$ 550.00  
 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  
Wm. R. 29, 2024  
 Date

**Concerts in the Park 2024**

**Lakefront Lodge 440-585-3041**

**Jim Meadows x6041**

*Vendor # 05474*

**Aug. 4<sup>th</sup> Funkology \$850.00**

**Rain Dates:**

Sept. 8<sup>th</sup>

Sept 15<sup>th</sup>

**Funkology: Brian Keller 330-410-5178**  
**[funkologycle@aol.com](mailto:funkologycle@aol.com)**

**BAND PERFORMANCE AGREEMENT**

This BAND PERFORMANCE AGREEMENT is made on **Thursday, February 1, 2024** 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, August 11, 2024**. 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

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.

- 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

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:** \_\_\_\_\_ (Name)

By: \_\_\_\_\_  
Name:  
Title:



## **Concerts in the Park 2024**

**Lakefront Lodge 440-585-3041**

**Jim Meadows x6041**

**Aug. 11<sup>th</sup> Abbey Rodeo \$1,120.00**

**Rain Dates:**

Sept. 8<sup>th</sup>

Sept 15<sup>th</sup>

**Abby Rodeo: Verne McClelland 440-537-6725**  
**[vmcclelland321@yahoo.com](mailto:vmcclelland321@yahoo.com)**

THIS AGREEMENT TO ENGAGE THE PERSONAL SERVICES BETWEEN  
Print Name: Abbey Rodeo (Abbey Rodeo) AND THE CITY  
OF Willowick, OHIO

EVENT: Concerts in the Park

LOCATION: Willowick

DATE: Sunday Aug 11, 2024

START TIME: ~~2:00 P.M.~~ 6:00 pm (1m)

END TIME: ~~8:00 P.M.~~ 8:00 pm (1m)

PRICE FOR PERFORMANCE: \$1,120.00

PAYMENT WILL BE MADE AT THE PERFORMANCE.

OUR EVENT WILL BE ATTENDED BY A FULL RANGE OF AGE GROUPS. THEREFORE,  
THE CITY OF CHARDON EXPECTS A PROGRAM APPROPRIATE FOR ALL AGES.

The undersigned is responsible for bringing all amps, microphones, and all other equipment  
needed to perform at the above referenced date and time.

Any and all damages to City Property are the responsibility of the band and its individual  
members. If the Director of Parks and Rec & the members of the band cannot resolve the  
matter through good faith discussions, the City Manager shall have complete, unfettered, and  
final discretion to decide how to resolve the dispute.

THE UNDERSIGNED ENTERTAINER REPRESENTS THAT HE IS AUTHORIZED TO BIND  
THIS AGREEMENT.

CITY OF Willowick, OHIO

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

ENTERTAINMENT

By: Abbey Rodeo Verne McClelland

(Print Name) Verne McClelland VERNE McCLELLAND

(Address) 12983 Lynn Drive, Chesterland, Ohio 44026 \_\_\_\_\_

(Phone) (440) 537-6725 \_\_\_\_\_

(Date) 2/1/2024 \_\_\_\_\_

Date: February 1, 2024

Check made payable to: Print Name: **Verne McClelland** \_\_\_\_\_

**Concerts in the Park 2024**  
**Lakefront Lodge 440-585-3041**  
**Jim Meadows x6041**

**Aug. 18<sup>th</sup> FM-77 \$1300.00**

**Rain Dates:**

Sept. 8<sup>th</sup>

Sept 15<sup>th</sup>

**FM-77: Joe Alessandro 216-440-1155**  
**[JoeA123123@live.com](mailto:JoeA123123@live.com)**

*\*Need Paperwork  
to set up Vendor*

**CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT ("Agreement"), is made this 29<sup>th</sup> day of February, 2024, between FM77 ("Entertainer") and Willowick "concerts in the Park" with an address of 30525 Lakeshore Blvd, Willowick Hills, OH 44095 ("Customer"), hereinafter collectively referred to as the "Parties."

It is mutually agreed that the Entertainer will furnish, and the Customer will accept, for the engagement, hereinafter described, the services of: **Live Music ("Engagement")** on the date of: **Sunday, August 18th, 2024, between the hours of 6:00 p.m. – 8:00 p.m.** The band will play the entire 2 hours with recorded music before and after the show. Entertainer will arrive the day of the show 3 hours before start time and have all equipment set up. The agreed amount: **One Thousand Three Hundred Dollars (\$1300.00)**. Entertainer will be paid cash or check for services; payment can be made prior to starting Engagement. There are to be no deductions for any reason whatsoever.

Entertainer shall, at all times, have complete supervision, direction and control over the services of personnel on the engagement and expressly reserves the right to control the manner, means, and details of the services, as well as the ends to be accomplished. It is further understood the Entertainer executes this Agreement as an independent contractor and is not an employee of the Customer.

Customer will provide power (electricity), parking for the Entertainer and access to stage for unloading equipment (NO GENERATORS).

Any changes made to this Agreement must be initiated by both Parties. Any changes in regard to time or venue of Engagement, to the best of Customer's ability and knowledge, and without the Entertainer's knowledge, must be made evident to Entertainer seven (7) day's prior to the Engagement. If Engagement is canceled less than seven (7) days prior to the event (except an Act of God), Customer will pay Entertainer fifty percent (50%) of the agreed amount of the Engagement. If the Engagement is cancelled without prior notification to the Entertainer, Customer agrees to pay the Entertainer the entire amount of Engagement.

**THIS AGREEMENT MUST BE SIGNED AND RETURNED TO ENTERTAINER WITHIN TEN (10) BUSINESS DAYS FROM THE DATE ABOVE WRITTEN. FAILURE TO DO SO FREES THE ENTERTAINER TO ACCEPT OTHER ENGAGEMENTS.**

Willowick Concerts in the Park

FM77

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Representative

By: Joe Alessandro 02/29/24  
Name: Joe Alessandro, Entertainer  
Its: Authorized Representative

**Concerts in the Park 2024**

**Lakefront Lodge 440-585-3041**

**Jim Meadows x6041**

# 056777

**Aug. 25<sup>th</sup> Swamp Rattlers \$550.00**

**Rain Dates:**

Sept. 8<sup>th</sup>

Sept 15<sup>th</sup>

**Swamp Rattlers: Paul Pira 440-415-5661**

**[pipira@yahoo.com](mailto:pipira@yahoo.com)**



**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 6, 2024, 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): **August 25, 2024**
- 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.

- 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. PIRA (Swamp Rattlers)

Print Name of Performer

Signature of Purchaser

Print Purchasers Full and Correct Name

Signature of Performer Paul J. Pira 2-6-2024

(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.





**HOME OF THE  
SEVEN YEAR SECURITY BLANKET**

**Ohio Business Machines**

**City of Willowick**

48 Month Lease



Police: Sharp BP70C36 MSRP \$2,347.00  
 Manry Pool: Sharp BP70C36  
 City Hall: Sharp BP70C36  
 Service: Sharp BP70C36  
 Fire: Sharp BP70C36  
 Senior Center: Sharp BP70C36

**June Rebates and Incentives (\$1,357.00)**

Included Buyout Check of \$6,697

Lease Total: \$990.00

**Supplies & Services**

BW Click x \$0.005

Color Click x \$0.049

\$0.00

***Includes all Parts, Toner, Developer, Labor, and  
OBM's Seven Year Security Blanket***

*Guaranteed product performance or a loaner unit will be provided at no additional charge until repair is complete.*

*If we cannot repair your equipment, we will replace it with a brand new machine.*

*Guaranteed emergency response time of under 4 hours or you will receive a 5% credit.*

*Guaranteed top quality, OEM supplies to ensure optimum performance.*

*Finally, total protection for risk-free acquisition: if we do not fulfill our responsibility to you under the Security Blanket and your equipment has been continuously covered by our Service & Supply Programs, OBM will buy out your lease!*





June 18, 2024

Ms. Cheryl Benedict  
Finance Director  
City of Willowick  
30435 Lake Shore Boulevard  
Willowick, Ohio 44095

**Re: Community Center Generator  
Bid Results**

Dear Ms. Benedict:

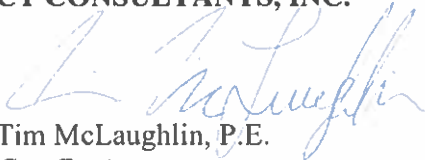
Bids were received for the above referenced project on June 14, 2024, and attached you will find a copy of the Bid Tabulation outlining each bid for your review. The bids ranged from a low bid of \$152,450.00 to a high bid of \$158,276.00 as compared to the Opinion of Probable Construction Cost of \$160,000.00.

The low bidder for this improvement is Beck Electric, Generators & Plumbing of Waynesburg, Ohio whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

**CT CONSULTANTS, INC.**



Tim McLaughlin, P.E.  
City Engineer

TM:wll

Enclosure

H:\2024\241620\SPEC Bid Results Letter.Doc

Community Center Generator  
City of Willowick  
Bid Opening Date: June 14, 2024  
Bid Tabulation Summary  
Community Center Generator  
Project No. 241620

LIST OF BIDDERS

BIDDER

- 1 Beck Electric, Generators & Plumbing  
7165 Ridgeview Drive SE  
Waynesburg, OH 44688  
Phone number: (330) 284-9193
  
- 2 North Bay Construction Inc.  
25800 First St.  
Westlake, OH 44145  
Phone number: (440) 835-1898

Community Center Generator  
City of Willowick  
Bid Opening Date: June 14, 2024  
Bid Tabulation Summary  
Community Center Generator  
Project No. 241620

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1. Beck Electric, Generators & Plumbing	\$152,450.00	
2. North Bay Construction Inc.	\$158,276.00	

Community Center Generator  
 City of Willowick  
 Bid Opening Date: June 14, 2024  
 Bid Tabulation Summary  
 Community Center Generator  
 Project No. 241620

LIST OF ALL ITEMS

**NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.**

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (SPC) GENERAL CONSTRUCTION						
Beck Electric, Generators & Plumbing	\$22,310.00	\$130,140.00	\$152,450.00		\$152,450.00	
North Bav Construction Inc.	\$35,377.00	\$122,899.00	\$158,276.00		\$158,276.00	

**RESOLUTION NO. 2024-28**

**A RESOLUTION APPOINTING WILLOUGHBY CITY COUNCIL PRESIDENT ROBERT E. CARR TO THE LAKE COUNTY 911 PROGRAM REVIEW COMMITTEE PURSUANT TO OHIO REVISED CODE SECTION 128.06(A)(5), AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Section 128.06(A)(5) of the Ohio Revised Code, a member of the Lake County 911 Program Review Committee shall be a member of the legislative authority of a municipal corporation within the county selected by the majority of the legislative authorities' municipal corporations within the County pursuant to resolution they adopt; and

**WHEREAS**, Robert E. Carr is a member and Council President of the City Council for the City of Willoughby, Ohio, thereby meeting the qualifications and eligibility requirements for service upon the Lake County 911 Program Review Committee, in accordance with Section 128.06(A)(5) of the Ohio Revised Code; and

**WHEREAS**, the Council of the City of Willowick, Lake County, Ohio ("City Council") considers Willoughby Council President Robert Carr to be immediately qualified to serve as a member of the Lake County 911 Program Review Committee.

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

**Section 1.** That pursuant to Section 128.06(A)(5) of the Ohio Revised Code, City Council selects and designates the City of Willoughby Council President, Robert E. Carr, as a member of the City Council of the City of Willoughby, Ohio, as a member of the Lake County 911 Program Review Committee.

**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 to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick and for the further reason that it expedites the development of a necessary final plan for implementing a county-wide 9-1-1 system for Lake County;.

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

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

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

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

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

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

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

**RESOLUTION NO. 2024 – 33**

**A RESOLUTION ADOPTING THE TAX BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025 AND DECLARING AN EMERGENCY.**

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

**SECTION 1.** That pursuant to Charter Authority, the 2025 Tax for the City of Willowick, Ohio, which provides for the following levies:

1. General Fund	\$ 3,034,000.00	10.10
2. General Bond Retirement	30,432.00	.10
3. Police Pension Fund	90,550.00	.30
4. Street Lighting Fund	226,400.00	.75
5. Fire Emergency Rescue Fund	755,000.00	2.50
6. Safety Improvement Levy	271,000.00	1.50
7. Street Improvement Levy	905,000.00	3.00
8. Sanitary & Storm Sewer Lateral	132,125.00	1.00
9. Recreation Improvement Fund	69,450.00	0.50
<b>TOTAL</b>	<b>\$ 5,513,957.00</b>	<b>19.75</b>

is hereby adopted and the Director of Finance is hereby directed to submit copies of said Budget to the Lake County Auditor as provided by law.

**SECTION 2.** That all formal actions of the Council concerning the passage of this Resolution, were adopted in an open meeting, and all deliberations of this Council, or any of its committees, that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinance of the City of Willowick.

**SECTION 3.** That this Resolution is hereby declared and determined to be an emergency measure necessary for the preservation of the public peace, health and safety of said City and its inhabitants, and for the further reason that it is necessary to submit the Tax Budget for the City to the County Auditor within the time prescribed by law.

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

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

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



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

**ATTEST:**

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

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

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

**RESOLUTION NO. 2024-34**

**A RESOLUTION AUTHORIZING THE ADOPTION OF AN ALTERNATIVE METHOD OF APPORTIONING THE LOCAL GOVERNMENT FUND, AND DECLARING AN EMERGENCY.**

**WHEREAS**, R.C. 5747.53 provides that in lieu of apportioning the undivided local government fund by a method prescribed by R.C. 5747.51 and R.C. 5747.52, that an alternative method of apportioning said fund may be approved by the Lake County Budget Commission, hereinafter called the "Budget Commission," upon approval of such alternative method by the Lake County Board of County Commissioners, the legislative authority of the City, located wholly or partially in the county, with the greatest population; and a majority of the boards of township trustees and legislative authorities of the municipal corporations, located wholly or partially within the county, excluding the legislative authority of the city with the greatest population, and

**WHEREAS**, the method of apportioning the fund pursuant to R.C. 5747.51 and R.C. 5747.52 would likely result in uncertainties about the financial distribution of the fund, and

**WHEREAS**, the alternative method of apportioning the fund would bring stability to the process by eliminating the uncertainties and would provide a better method of financial planning, and

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

**Section 1.** The alternative method of apportioning the local government fund as described and outlined in Exhibit A, and fully incorporated herein, as a fair and equitable method of apportioning the local government funds which is in the best interests of the City of Willowick, and hereby approves said alternative formula for a period of ten years.

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

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the timely submission of the agreed upon calculation with accordance with deadlines established by law; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

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

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

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

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

**ATTEST:**

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

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

**ALTERNATE LOCAL GOVERNMENT FORMULA FOR LAKE COUNTY**

1. Calendar year 2024 allocations shall be made using the same alternate formula determined by the 1982 LGF agreement.
  
2. Revenue received by Lake County from the Tax Commissioner’s Local Government Fund, Local Government Assistance Fund, and additional revenue calculation and deposited into the Undivided Local Government Fund shall be referred to collectively as the Local Government Fund (LGF). The total dollars received by Lake County from these funds shall be known as the “Total County Allocation.”
  
3. Beginning in 2025, distributions from the LGF shall be made using the following formula:
  - a. Lake County shall receive 10.8507% of the Total County Allocation each year as its total distribution.
  
  - b. The total estimated county allocation minus the county distribution shall be deemed the “Remaining Total Distribution.”
  
  - c. The following villages shall receive the greater of their 2024 distribution amount or the amount derived from paragraph (e) below. The sum of these distributions shall be taken from the Remaining Total Distribution annually. The amounts to each village will be reduced proportionally if the Total County Allocation in any year after 2024 is less than the 2024 Total County Allocation.
    - i. Perry
    - ii. North Perry
    - iii. Grand River
    - iv. Fairport Harbor
    - v. Lakeline
    - vi. Timberlake
  
  - d. The following cities and villages shall receive the greater of 90% of their 2024 distribution or the amount derived from paragraph (e) below. The sum of these distributions shall be taken from the Remaining Total Distribution annually. The amounts to each city and village will be reduced proportionally if the Total

County Allocation in any year after 2024 is less than the 2024 Total County Allocation

- i. Willoughby
  - ii. Willowick
  - iii. Wickliffe City
  - iv. Eastlake
  - v. Waite Hill
  - vi. Kirtland Hills
- e. The balance of the Remaining Total Distribution shall be disbursed among the remaining cities, villages, and townships in the following manner:
- i. Their populations, as determined by the most recent decennial U.S. Census, shall be summed, and a percentage assigned to each jurisdiction based on their portion of that sum.
  - ii. In 2025, Perry Township shall receive 80% of the percentage derived in paragraph (i) above, and an additional 1% each year thereafter, not to exceed 86%. These amounts annually shall be taken from the Remaining Total Distribution annually.
  - iii. In 2025, Madison Township, Leroy Township, Concord Township, and Painesville Township shall receive 62% of the percentage derived in paragraph (i) above, and an additional 4% each year thereafter, not to exceed 86%. These amounts annually shall be taken from the Remaining Total Distribution annually.
  - iv. The remainder of the Remaining Total Distribution shall be divided among the remaining cities and villages based on their population, as determined by the most recent decennial U.S. Census. Their total populations will be summed, and each shall receive a proportionate amount based on their portion of the sum.
4. In the application of this formula no city, village, or township shall receive more than 100% of its population-based allocation, except for those amounts provided to the subdivisions in paragraphs 3(c) and 3(d) under the terms provided therein. Any aggregate amount that provides a distribution to communities through the application of paragraph 3(e)(iv) above shall be used to increase the percentage above 86% of the township population-based proportions, as determined in paragraph 3(e)(i).

5. The Lake Metropark District shall receive an annual distribution of \$100,000 for a five-year period in years 2025, 2026, 2027, 2028, and 2029. The distribution to the Lake Metropark District shall be taken proportionally from the final distribution of each Lake County city, village, and township based on their population as determined by the most recent U.S. decennial Census (for example, based on the 2020 U.S. Census, each subdivision would provide \$.4305909 per resident from their final distribution).

**RESOLUTION NO. 2024-35**

**A RESOLUTION AUTHORIZING THE PURCHASE OF RADIOS AND RELATED EQUIPMENT FROM MOTOROLA SOLUTIONS FOR USE IN THE POLICE DEPARTMENT, IN THE AMOUNT OF TWO HUNDRED THIRTEEN THOUSAND THIRTY-SIX DOLLARS (\$213,036.00), AND DECLARING AN EMERGENCY.**

**WHEREAS**, it is in the best interests of the residents of the City of Willowick and its Police Department to purchase new and updated radio communication devices for use by its police safety forces; and

**WHEREAS**, the City has received a price quotation from Motorola Solutions, Inc. in the total amount of Two Hundred Thirteen Thousand Thirty-Six Dollars (\$213,036.00) for the radios required by the police department; and

**WHEREAS**, the City of Willowick will be paying Sixty Thousand Dollars (\$60,000.00) from its share of Ohio State Local Fiscal Recovery Funds towards the purchase of said radios, and financing the remaining balance of the purchase price through Huntington Public Capital Corporation; and

**WHEREAS**, Motorola Solutions Inc., 500 West Monroc, Chicago, Illinois 60661, is a member of the Ohio State Cooperative Purchasing Program (Ohio State Term Contract 573077-0), which satisfies the competitive bidding requirement of the Willowick Codified Ordinances and Ohio Revised Code.

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

**Section 1.** That the purchase of the police radios and related equipment identified on the price quote annexed as Exhibit A, and incorporated herein, from Motorola Solutions Inc. is hereby authorized in the total amount of Two Hundred Thirteen Thousand Thirty-Six Dollars (\$213,036.00) in accordance herewith, and to execute any and all documentation necessary to formalize said purchase.

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

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the usual and necessary daily operation of a municipal department and its emergency communications system; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

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

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

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

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

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

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





## WILLOWICK, CITY OF

05/17/2024



05/17/2024

WILLOWICK, CITY OF  
30435 LAKE SHORE BLVD  
WILLOWICK, OH 44095

Dear Chief Daubenmire,

Motorola Solutions is pleased to present WILLOWICK, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WILLOWICK, CITY OF with the best products and services available in the communications industry. Please direct any questions to Samantha Spaulding at [sam@comm-serv.com](mailto:sam@comm-serv.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Samantha Spaulding

Motorola Solutions Manufacturer's Representative



QUOTE-2643688

Billing Address:  
WILLOWICK, CITY OF  
30435 LAKE SHORE BLVD  
WILLOWICK, OH 44095  
US

Quote Date:05/17/2024  
Expiration Date:07/16/2024  
Quote Created By:  
Samantha Spaulding  
sam@comm-serv.com

End Customer:  
WILLOWICK, CITY OF  
Chief Daubenmire  
rdaubenmire@cityofwillowick.com  
440-585-1234

Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
1	H25UCF9PW6AN	APX N50 7/800 MODEL 2 PORTABLE	31		\$5,104.00	\$158,224.00	\$3,615.98	\$112,095.34
2	LSV01S03084A	APX N50/30 DMS ESSENTIAL	31	7 YEARS	\$332.64	\$10,311.84	\$322.83	\$10,007.73
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS	1		\$0.00	\$0.00	\$0.00	\$0.00
4	LSV00Q00202A	DEVICE PROGRAMMING	31		\$50.00	\$1,550.00	\$50.00	\$1,550.00
5	PMMN4140A	RM760 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	31		\$131.00	\$4,061.00	\$95.35	\$2,955.85
6	PMPN4820A	CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US	31		\$85.71	\$2,657.01	\$62.39	\$1,934.09
7	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	15		\$5,731.44	\$85,971.60	\$4,192.88	\$62,893.20



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - # 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
8	LSV00Q00202A	DEVICE PROGRAMMING	15		\$50.00	\$750.00	\$50.00	\$750.00
9	LSV00Q00203A	DEVICE INSTALLATION	15		\$250.00	\$3,750.00	\$250.00	\$3,750.00
10	T8012A	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING*	1		\$127.00	\$127.00	\$123.25	\$123.25
11	LSV00Q00202A	DEVICE PROGRAMMING	1		\$75.00	\$75.00	\$75.00	\$75.00
12	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	4		\$5,716.44	\$22,865.76	\$4,182.25	\$16,729.00
13	LSV00Q00202A	DEVICE PROGRAMMING	4		\$50.00	\$200.00	\$50.00	\$200.00

**Grand Total** **\$213,063.46(USD)**

*\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

**Notes:**

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

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

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

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

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

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

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

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

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

- This quote contains items with approved price exceptions applied against them.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - #: 36-1115800



- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - #: 36-1115800

## APX N50 Portable Radio Solution Description

### OVERVIEW

The APX N50 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with "pick-up-and-go" functionality, optimizing ease-of-use and focused communications in almost all environments.

### DURABLE AND EASY TO USE

The APX N50 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, it offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

### Adaptive Audio

For first responders in loud environments, the APX N50 offers adaptive audio that enhances voice quality and minimizes background noise. The APX N50 includes two High Dynamic Range (HDR) microphones with high overload point pickup that reproduces voice with clarity and reduces audio clipping and distortion, even when shouting. The radio has custom speakers that use noise cancellation technology to amplify loud and clear audio, and help make every syllable intelligible.

An enhanced audio engine dynamically adjusts the N50 in any environment by using algorithms to filter out unpredictable background noise and wind while using multiple microphones to track voice from every angle, allowing first responders to speak into the radio without compromising voice quality. Additional environmentally aware audio features receive volume leveling and noise sensing volume control—the radio will automatically adjust for loud or soft talkers and the changing ambient noise levels. These features allow first responders to keep their eyes forward and remain focused on situations as they unfold.

### Essential and Secure P25 Communications

The APX N50 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N50 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

### Reliable Connectivity

Using the APX N50 lets first responders stay connected across disparate networks. It is equipped with Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N50 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



### SmartConnect over Wi-Fi

SmartConnect is a subscription service that allows first responders to access critical intelligence no matter where the mission takes them. When P25 networks are unavailable, the APX N50 will maintain functionality and voice quality by automatically switching to an available broadband network, enabling connectivity outside of radio system coverage. Voice information and signals between radios and control are encrypted, ensuring that all transmissions are secure.

The APX N50 can use SmartConnect when directly connected to Wi-Fi hotspots, through an in-vehicle LTE modem, or over a satellite connection. Additionally, the radio will indicate to users when SmartConnect is active by displaying a blue bar on-screen.

### Managing and Provisioning Devices

APX N50 can be programmed in two ways: one-at-a-time through Customer Programming Service ("CPS") or through a combination of CPS and batch programming over Wi-Fi available with the radio management ("RM") software.

CPS is a proprietary, Windows-based application, used to configure APX subscriber radios in offline situations that include provisioning, networking, and monitoring tools that provide greater awareness and faster radio management. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

### Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N50 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.



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## APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

### OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

### HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

### MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

### CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
  - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



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QUOTE-2643688

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

### LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

### DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

#### MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

#### CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

#### LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

## Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

#### MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

#### CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



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#### **MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

#### **CUSTOMER RESPONSIBILITIES**

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



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Purchase Order Checklist	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
<b>PO Date</b>	
<b>Vendor = Motorola Solutions, Inc.</b>	
<b>Payment (Billing) Terms/ State Contract Number</b>	
<b>Bill-To Name on PO must be equal to the Legal Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>	
<b>PO Amount must be equal to or greater than Order Total</b>	
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>	
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>	
<b>Ship To Contact Name &amp; Phone #</b>	
<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	

ORDINANCE NO. 2024-30

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; APPROVING, ADOPTING AND ENACTING NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the City; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council since the date of the last updating and revision of the Codified Ordinances (December 20, 2022) and have been included in the Codified Ordinances of the City; and

WHEREAS, certain changes were made in the Codified Ordinances to bring City law into conformity with State law;

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

SECTION 1. That the editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2023-4	2-7-23	921.08
2023-6	3-21-23	921.08
2023-9	3-21-23	1141.09
2023-10	3-21-23	1145.11
2023-12	3-21-23	922.06
2023-15	5-2-23	549.10
2023-21	6-6-23	139.10
2023-22	6-6-23	921.12
2023-23	6-6-23	133.49
2023-26	6-6-23	133.50
2023-32	7-18-23	1145.03
2023-34	7-18-23	1147.05
2023-38	7-18-23	521.04, 521.05, 521.06, 521.07, 521.08, 521.12, 521.13, 521.14, 521.15
2023-45	12-5-23	194.03, 194.05, 194.18, 194.27
2023-47	10-23-23	139.02

## Adopting Ordinance

2

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2023-52	12-5-23	Repeals 133.28, 133.33, 133.37, 133.44
2023-53	12-5-23	1147.05
2023-54	12-5-23	1145.03
2024-14	3-19-24	921.08
2024-15	4-2-24	139.02
2024-16	4-16-24	141.01
2024-18	4-16-24	141.02
2024-21	4-16-24	141.08

SECTION 2. That the following sections and subsections of the Codified Ordinances are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

101.02, 301.067, 301.35, 303.09, 303.99, 331.35, 331.45, 333.01, 333.03, 335.071, 335.09, 335.17, 337.16, 337.22, 337.26, 339.01, 341.01, 341.03, 341.05, 351.04, 351.22, 501.01, 501.06, 501.99, 505.07, 505.12, 509.04, 509.06, 509.17, 513.01, 513.03, 513.04, 513.18, 517.12, 521.11, 525.05, 525.17, 529.02, 529.07, 533.01, 533.06, 533.07, 533.08, 537.03, 537.06, 537.07, 537.18, 541.11, 545.05, 549.02, 549.04, 549.18, 549.19

SECTION 3. That all ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance, except as follows:

- (a) The enactment of such sections and subsections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to May 21, 2024.

SECTION 4. That pursuant to Section 3.14 of the City Charter, Section 123.03 of the Codified Ordinances and R.C. § 731.23, the Clerk of Council shall post, in the five public places set forth in Section 123.03, for not less than fifteen days, as required by Section 3.14 of the City Charter, a notice of the enactment of this ordinance, containing the title of this ordinance, together with a summary of the new matter contained in the 2024 Replacement Pages for the Codified Ordinances hereby adopted, a copy of which summary is attached hereto as Exhibit A.

SECTION 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

Submitted to the Mayor for  
approval on this \_\_\_\_\_ day of \_\_\_\_\_

Approved by the Mayor on  
\_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
COUNCIL CLERK

\_\_\_\_\_  
MAYOR

EXHIBIT A

SUMMARY OF NEW MATTER  
CONTAINED IN THE 2024 REPLACEMENT PAGES  
FOR THE CODIFIED ORDINANCES  
OF WILLOWICK, OHIO

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New matter in the Codified Ordinances of Willowick, Ohio, as contained in the 2024 Replacement Pages therefor, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
101.02	General definitions.
301.067	Definition of “child care center or Type A family child care home”.
301.35	Definition of “school bus”.
303.09	Leaving junk and other vehicles on private or public property without permission or notification.
303.99	Traffic Code misdemeanor classifications and penalties; suspension of driver's license.
331.35	Occupying travel trailer, fifth wheel vehicle, or manufactured or mobile home while in motion.
331.45	Texting while driving prohibited.
333.01	Driving or physical control of vehicle while under the influence of alcohol or drugs.
333.03	Maximum speed limits; assured clear distance ahead.
335.071	Driving under suspension or in violation of license restriction.
335.09	Display of license plates; expired or unlawful plates.
335.17	Removal of vehicles after accidents.
337.16	Number of lights; limitations on flashing, oscillating or rotating lights.
337.22	Windshield required; sign or poster upon windshield; windshield wiper.
337.26	Use of child restraints.
339.01	Oversize or overweight vehicle operation on State routes; State permit.
341.01	Definitions related to drivers of commercial vehicles.
341.03	Licensing requirements.
341.05	Criminal offenses.
351.04	Manner of parallel parking.
351.22	Parking prohibitions on private property; private tow-away zones.
501.01	General provisions and penalty definitions.
501.06	Limitations on criminal prosecutions.
501.99	Penalties for misdemeanor; suspension of driver's license.
505.07	Cruelty to animals; cruelty to companion animals.
505.12	Coloring rabbits and baby poultry; sale or display of poultry.
509.04	Disturbing a lawful meeting.
509.06	Inducing panic.
509.17	Impeding public passage of an emergency service responder.
513.01	Definitions concerning drugs.
513.03	Drug possession offenses; controlled substance possession or use.



- 513.04 Possessing drug abuse instruments.
- 513.18 Adult use cannabis control; limitations on conduct by individuals.
- 521.11 Illegal distribution of cigarettes, other tobacco products, or alternative nicotine products; transaction scans.
- 525.05 Failure to report a crime or knowledge of death.
- 525.17 Misuse of 9-1-1 system.
- 529.02 Sales to underage persons; prohibitions and misrepresentations.
- 529.07 Open container prohibited.
- 533.01 Definitions related to obscenity and sex offenses.
- 533.06 Voyeurism.
- 533.07 Polygraph examinations for victims: restrictions on use.
- 533.08 Procuring; engagement in sexual activity for hire.
- 537.03 Assault.
- 537.06 Menacing.
- 537.07 Endangering children.
- 537.18 Temporary protection order.
- 541.11 Assaulting police dog or horse or assistance dog.
- 545.05 Petty theft.
- 549.02 Carrying concealed weapons.
- 549.04 Improperly handling firearms in a motor vehicle.
- 549.18 Possession of an object indistinguishable from a firearm in a school safety zone.
- 549.19 Concealed handgun licenses: possession of a revoked or suspended license; additional restrictions; posting of signs prohibiting possession.

**ORDINANCE NO. 2024-31**

**AN ORDINANCE DIRECTING THE DIRECTOR OF FINANCE TO CERTIFY DELINQUENT ACCOUNTS TO THE LAKE COUNTY AUDITOR AND LAKE COUNTY TREASURER FOR COLLECTION AS PROPERTY TAX AND DECLARING AN EMERGENCY.**

**WHEREAS**, Council has been advised that monies are due the City for services provided in the performance of grass cutting and debris removal upon properties commonly known as:

<i>164 E 317th St</i>	<i>\$200.00</i>
<i>363 Blissfield Rd</i>	<i>\$200.00</i>
<i>443 Fairway</i>	<i>\$200.00</i>
<i>31508 Daniel</i>	<i>\$200.00</i>
<i>376 E 288th St</i>	<i>\$200.00</i>
<i>675 E 305th St</i>	<i>\$200.00</i>
<i>151 E 293<sup>rd</sup></i>	<i>\$200.00</i>
<i>125 E 293<sup>rd</sup></i>	<i>\$200.00</i>
<i>30148 Thomas St</i>	<i>\$200.00</i>
<i>30704 Willowick Dr</i>	<i>\$200.00</i>
<i>661 Dickerson Rd</i>	<i>\$200.00</i>
<i>329 E 309th St</i>	<i>\$200.00</i>

**WHEREAS**, statements for said services in the amounts listed above have been forwarded to the individual owners of said properties and, to date, no payments have been received; and

**WHEREAS**, it has been recommended that said delinquency be placed upon the tax duplicate to be assessed against the subject real property.

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

**SECTION 1.** That the Director of Finance is hereby authorized and directed to certify to the Lake County Auditor and the Lake County Treasurer for collection as property tax, those monies due the City of Willowick from the individual set forth in Exhibit “A” that is attached hereto and made a part hereof, same to be collected at the next immediate collection period.

**SECTION 2.** That all formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting and all deliberations of this Council, or any of its committees that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That all Ordinances or parts thereof in conflict with the provisions of this Ordinance is hereby repealed.

**SECTION 4.** That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provides for the usual daily operation of a municipal department; wherefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

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

**SUBMITTED** to the Mayor for his approval

on \_\_\_\_\_, 2024

**ATTEST:**

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

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

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

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

**EXHIBIT "A"**

<b>Name</b>	<b>Address</b>	<b>Parcel Number</b>	<b>Amount</b>
Buffalo Properties Management	376 E 288 <sup>th</sup> St	28-A-042-L-00-011-0	\$200.00
Jacqueline Zerbe	675 E. 305 <sup>th</sup> St	28-A-040-F-00-020-0	\$200.00
Paul Bearden	151 E. 293 <sup>rd</sup>	CANNOT LOCATE	\$200.00
Laurence Rohl	125 E 293 <sup>rd</sup> St	28-A-042-G-00-054-0	\$200.00
Scott Cavell & Arthur Wolfe	30148 Thomas St	28-A-039-C-00-015-0	\$200.00#
Rodney Ehlert	30704 Willowick Dr	28-A-039-J-01-044-0	\$200.00
William Kustis	661 Dickerson Rd	28-A-039-L-00-081-0	\$200.00
ITZIK OHIO LLC	329 E 309 <sup>th</sup> St	28-A-043-D-00-033-0	\$200.00

1 of 3

**CHARTER REVIEW COMMISSION MEETING**

**6:30 p.m. MARCH 28, 2024**

**LOCATION: Willowick City Hall**

**Present: Natalie Antosh, Keith Beck, Jodi Di Domenico, Mark Lasmanis, Patrick Mohorcic, Nicole Monaco, Tom Ott, David Phares, Bob Reho.**

Mayor Vanni welcomed the commission members to their first meeting and outlined the charter review process. Proposed amendments are due 90 days before the November election, typically the first week in August.

The mayor did not directly propose any amendments but said the law director had mentioned the possibility of having the Board of Zoning Appeals cast the final vote on matters that come before the BZA instead of forwarding the board’s decisions to the City Council for approval or rejection. The mayor said that according to the law director, most cities leave the final decision to their BZAs. The mayor said he had no preference.

The mayor instructed the commission to select a chairperson and secretary but said the three City Council members on the commission should not be among the choices. Bob Reho volunteered to serve as chair. Tom Ott will act as secretary.

The commission then began going through the charter section by section.

**ARTICLE I THE MUNICIPALITY**

**SECTION 1.1 NAMES AND BOUNDARIES**

Current wording deemed acceptable.

**ARTICLE II THE POWER OF THE MUNICIPALITY**

**SECTION 2.1 POWERS**

Current wording deemed acceptable.

**ARTICLE III THE COUNCIL**

**SECTION 3.1 NUMBER AND TERM**

Currently, all council members run in the same election, along with the mayor, raising the possibility of the entire government turning over in the same year. Tom Ott asked whether any members had interest in staggering the four-year terms to preserve institutional knowledge when seats change hands.

2 of 3

Several commission members expressed support for exploring the idea. Natalie Antosh said most cities in the area stagger council terms. Patrick Mohorcic said staggering elections would allow voters to make changes in the composition of the council at shorter intervals. A previous amendment, approved by voters, extended terms from two to four years, giving members more time to serve without worrying about campaigning.

The commission will consult with the mayor and law director to learn the basis for choosing the current system and how the transition to staggered terms could be accomplished.

### **SECTION 3.2 WARDS**

Current wording deemed acceptable.

### **SECTION 3.3 QUALIFICATIONS**

Nicole Monaco questioned whether the requirement that council members live in the city continuously for one year before being elected or appointed should be increased and added that she would be comfortable with two years. David Phares stressed that candidates need to get involved and become familiar with the community before holding office. Patrick Mohorcic said he does not think that the number of years determines whether someone cares enough about the community or is qualified to run and added that voters should decide those questions. Bob Reho said members appeared to be weighing whether to keep the requirement at a year or increase it to two years. No consensus emerged, but the issue could be revisited.

### **SECTION 3.4 REMOVAL**

Current wording deemed acceptable.

### **SECTION 3.5 VACANCIES**

Current wording deemed acceptable.

### **SECTION 3.6 SALARIES AND BONDS**

Nicole Monaco asked whether other commission members saw benefit in placing council salary increases on the ballot. Others responded that the salaries represented a

minimal portion of the municipal budget and that residents could voice their opinion during the three readings the legislation would have to undergo before the council voted.

3 of 3

We will ask the law director whether the following reference is outdated and should be deleted, pending voter approval, or whether it may be viewed as historical context. "The Council of the Municipality shall, on or before August 1, 1953, fix the salaries of all elective officials assuming office January 1, 1954. Natalie Antosh expressed concern that voters might cast sweeping votes to reject all amendments, even housekeeping measures.

**SECTION 3.7 COUNCILPERSON AT-LARGE; DUTIES**

Current wording deemed acceptable.

**SECTION 3.8 SUCCESSOR TO THE MAYOR**

We will ask the law director whether new language is needed now that the mayor's position is full time. The concern is that the line of succession ends with the City Council and the charter does not specify what would happen if all council members declined. Patrick Mohorcic said nothing in the charter would prohibit the mayor from holding a second full-time job.

**SECTION 3.9 VACANCY IN OFFICE OF COUNCILPERSON-AT-LARGE**

Current wording deemed acceptable.

**SECTION 3.10 EMPLOYEES OF COUNCIL**

We will ask the law director whether reference to "The Director of Finance as the Clerk of Council ..." should be stricken, pending voter approval, now that the clerk is a separate position. This reference appears elsewhere in the charter. Tom Ott wondered if all routine amendments could be handled in a single ballot issue.

**SECTION 3.11 ORGANIZATION. (REPEALED)**

No action needed.

The current wording of the following sections was deemed acceptable.

**SECTION 3.12 MEETINGS OF THE COUNCIL AND OTHER MUNICIPAL BODIES**

**SECTION 3.13 QUORUM**

**SECTION 3.14 PROCEDURE**

**SECTION 3.15 EFFECTIVE DATE OF ORDINANCES OR RESOLUTIONS**

**SECTION 3.16 EMERGENCY ORDINANCES OR RESOLUTIONS**

**SECTION 3.17 GENERAL ORDINANCES**

The meeting was adjourned at 8 p.m. Commission members tentatively scheduled their next meeting for 6:30 p.m. Thursday, April 11, 2024.

  
\_\_\_\_\_  
Commission Chair, Bob Reho

ATTEST:

  
\_\_\_\_\_  
Secretary, Tom Ott



1 of 1

**Willowick Charter Review Commission meeting**

5:30 p.m. Thursday, April 18, 2024

Willowick City Hall

Present: Natalie Antosh, Jodi Di Domenico, Mark Lasmanis, Patrick Mohorcic, Nicole Monaco, Tom Ott, David Phares, Bob Reho. Keith Beck had an excused absence.

**Old Business**

Natalie Antosh clarified how the transition to staggered City Council terms would be accomplished should the issue be placed on the ballot and gain voter approval. Changes would take place in 2027, when all council members complete their current four-year terms. In the 2027 election, candidates for one council seat per ward would run a four-year term while candidates for the other seat would seek a one-time, two-year term. At the conclusion of the two-year terms, candidates for that seat would run for a four-year term. The council would determine the process for selecting which seats would temporarily carry a two-year term. The discussion will continue.

**New Business**

The commission resumed discussion of the law director’s proposal that the Board of Zoning Appeals be final. Currently, the BZA’s decisions are recommendations that the City Council decides to confirm or reject. Bob Reho questioned whether the change, which would streamline the process and follow the lead of other cities, was necessary. Antosh noted that the council and BZA have disagreed on occasion and said the change might be acceptable if there was a guarantee that BZA members would visit locations involved in the matters they decide. Mark Lasmanis asked how that could be ensured. Antosh said the volunteer members could not be forced to make site visits. The commission voted and decided, 8-0 with one member absent, to reject the proposed amendment.

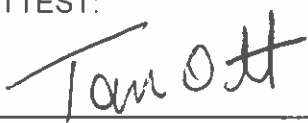
The commission then began reviewing the remaining articles of the charter:

**Article VIII Finances; Article IX Taxation; Article X Nominations and Elections; Article XI Initiative, Referendum and Recall; Article XII Miscellaneous; Article XIII Effect of Charter.**

The commission considered all the above articles and their sections and decided that no changes were needed.

  
\_\_\_\_\_  
Commission Chair, Bob Reho

ATTEST:

  
\_\_\_\_\_  
Secretary, Tom Ott

1 of 3

## **Willowick Charter Review Commission meeting**

5:45 p.m. Thursday, May 2, 2024

Willowick City Hall

Present: Natalie Antosh, Jodi Di Domenico, Keith Beck, Mark Lasmanis, Patrick Mohorcic, Nicole Monaco, Tom Ott, David Phares, Bob Reho.

### **Old Business**

There was no old business

### **New Business**

The commission approved the minutes from its April 11 and April 18 meetings.

Members then examined the three proposed charter changes that emerged in previous meetings and discussed whether to recommend any to City Council. The proposals, in the order of discussion, are as follows:

### **Article III, The Council**

#### **Section 3.3 Qualifications**

Currently candidates for council must have lived in the city for one year prior to seeking election. Commission members had debated increasing the residency period to two years but had not arrived at a clear consensus. Nicole Monaco, a proponent, described the current requirement as minimal but suggested leaving it as is. The commission unanimously agreed.

### **Article III Council**

#### **Section 3.1 Number and Term**

All council seats, as well as the mayor's office, are currently voted on simultaneously at four-year intervals. Tom Ott said that raised the possibility the entire city government could be changed in a single election and had proposed staggering the terms to ensure continuity and preserve institutional knowledge.

Some commission members said it appeared that terms were staggered in the past, but no one knew the reason that was changed. Bob Reho suggested it might have been to spare the expense Willowick would incur if no other issues were on the ballot. None of the surrounding Lake County cities has staggered terms, except for one that has a separate election for a council member at large.

2 of 3

Ott agreed that mass turnover might be unlikely but added that change in the country's political climate over the years increases the chances. Natalie Antosh said the council's main job is to ensure the city balances its budget. Patrick Mohorcic said city administrators would be in place to maintain continuity in basic functions such as snow plowing and emergency response. Reho and Morhorcic acknowledged that policies set by ordinance might change.

Mohorcic said the goal of maintaining continuity was not a strong enough reason to make a change. He and Natalie Antosh said that the change might be a tough sell and that voters might balk.

If the council agrees to place the proposal on the ballot, the transition could begin after current council members complete their terms in 2027, or after an additional four-year cycle.

The council and law director would draft the transition process, but the commission suggested having candidates for one of the two seats in each ward seek a one-time two-year term. The seat could be that of the incumbent who received the lower vote total in the preceding election. If that method is chosen, Antosh argued for waiting until 2031, saying voters might not have consciously prioritized their two selections in 2023 or even voted for a second candidate. "It changes how you vote," Mohorcic said.

The commission voted 5-4 to recommend the proposal to council. Jodi DiDomenico, Keith Beck, Mark Lasmanis, Nicole Monaco and Ott voted in favor. Reho, Mohorcic, David Phares and Antosh were opposed.

## **Article III The Council**

### **Sect. 3.15 Effective Date of Ordinances or Resolutions**

The charter requires that voters approve any change in zoning. The commission has debated trying to remove that provision, a proposal that voters have rejected at least twice in the past.

Mohorcic, Antosh and Phares have said doing away with so-called referendum zoning would streamline the process and reduce wait time for developers and businesses. They also say that rezoning issues do not automatically go on the ballot in most other Lake County cities. But at the May 2 meeting, they expressed concern that going to the ballot again will further inflame fears that the city wants to rezone Lakefront Lodge. (They added that, to the contrary, the city and Lake Metroparks are taking steps to enhance the Lakefront Lodge site as a park.)

3 of 3

Several commission members have said they believed the previous efforts failed due to poor communication. Antosh noted that town hall meetings on the issue were sparsely attended.

Mohorcic said the city has not lost opportunities to bring in a major business and would need to “have a story” to persuade voters to delete the provision.

Ott said the city is stagnating and that the story could be what could happen, not what hasn't. He also suggested that Lakefront Lodge, Dudey Park and Manry Park could be exempted from the amendment and remain subject to referendum zoning.

Mark Lasmanis said the city needs to create a “vibe” and that more “malleable” zoning practices could assist.

The commission voted 6-3 to recommend that the council ask voters to remove referendum rezoning from the charter. Reho, Jodi Di Domenico, Keith Beck, Lasmanis, Monaco and Ott voted in support. Mohorcic, Antosh and Phares voted no.

The meeting was adjourned at 6:51 p.m.

  
\_\_\_\_\_  
Commission Chair, Bob Reho

ATTEST:

  
\_\_\_\_\_  
Secretary, Tom Ott

1 of 5

## **CHARTER REVIEW COMMISSION MEETING**

**6:30 p.m. April 11, 2024**

**LOCATION: Willowick City Hall**

**Present: Natalie Antosh, Keith Beck, Jodi Di Domenico, Mark Lasmanis, Patrick Mohorcic, Nicole Monaco, Tom Ott, David Phares, Bob Reho**

### **OLD BUSINESS**

Natalie Antosh reported that she spoke with Law Director Stephanie Landgraf after the Charter Review Commission's March 28 meeting and received the following responses to commission questions.

- References to the "finance director as clerk of council" do not need to be changed to reflect the fact that the council has a clerk. The law director said the wording is acceptable because the finance director must handle the duties if the clerk and potential substitutes are unavailable. The charter also has language allowing for the appointment of a council clerk.
- The commission should decide now rather than vote at the end of the review process on the question of extending the residency requirement for council candidates beyond one year.
- References to provisions taking effect in 1953 or on other dates from the past can be stricken, but each change would have to go to the voters.
- In Article III Section 3.3, which specifies qualifications for council members, it is not necessary to separately mention the council president. "Member of council" covers the council president.
- Four council members constitute a quorum, but the council must still adhere to sections that require five votes to decide certain matters.
- The transition to staggered council terms, a proposal discussed March 28, could be accomplished, effective with the 2027 election, by having one council member per ward elected to a four-year term that year. At the same time, a second council member per ward would be elected to a one-time, two-year term. When the two-year seats came up for election, the terms would be filled for four years.

The commission's responses were as follows:

- Antosh suggests leaving "historical dates" as is rather than take multiple dates to the ballot. There was no further discussion of this matter.

- Regarding staggered terms, the commission had questions about which council members would run for two years and which would run for four. Would it be determined by lottery or by

2 of 5

choosing the seat of the member who received the lower vote total in the last election? Chairman Bob Reho brought the discussion to a close by asking whether it was correct to say that commission members supported staggering terms but could not agree on how to make the transition. No one said they disagreed. The discussion will continue at a future date.

- Re: qualifications for council members. See New Business

## **NEW BUSINESS**

Commission members began a section-by-section review of Articles IV, V, VI and VII.

### **ARTICLE IV**

#### **THE MAYOR**

##### **SECTION 4.1**

##### **TERM OF OFFICE**

Current wording deemed acceptable.

##### **SECTION 4.2**

##### **QUALIFICATIONS**

- The commission previously discussed extending the council residency requirement from the current one year to two or three years, the latter matching the requirement for mayoral candidates, but members had not come to a consensus. Nicole Monaco said that she still favored two years but that voters might be distracted by more important issues. Patrick Mohorcic said he remained opposed to “limiting the democratic right to run” of anyone who had resided in the city for only a year. The matter was tabled.

3 of 5

Current wording deemed acceptable on the following sections.

**SECTION 4.3**

**REMOVAL**

**SECTION 4.4**

**JUDICIAL POWERS**

**SECTION 4.5**

**LEGISLATIVE POWERS**

**SECTION 4.6**

**VETO POWERS**

**SECTION 4.7**

**EXECUTIVE POWERS**

**ARTICLE V**

**APPOINTED ADMINISTRATIVE OFFICERS AND DEPARTMENTS**

Current wording on all sections -- 5.1 General Provisions, 5.2 Director of Public Safety, 5.3 Director of Public Service, 5.4 Director of Public Service, 5.5 Director of Law and 5.6 Director of Recreation and Recreation Board – was deemed acceptable. Tom Ott did note that, except for Section 5.5 Director of Law, the charter is silent on residency and other requirements.

**ARTICLE VI**

**PLANNING COMMISSION, ZONING ORDINANCE AND BOARD OF ZONING APPEALS**

**SECTION 6.1**

**PLANNING COMMISSION: MEMBERSHIP, ORGANIZATION, TERMS OF OFFICE AND VACANCIES**

Current wording deemed acceptable.

**SECTION 6.2**

**PLANNING COMMISSION; POWERS AND DUTIES**

4 of 5

Reho asked whether the Planning Review Board, a separate entity, should be mentioned in the charter. Antosh and David Phares said that was unnecessary because projects vetted by the board still must go before the Planning and Zoning Commission.

**SECTION 6.3**

**PLANNING COMMISSION: MANDATORY REFERRAL**

Current wording deemed acceptable.

**SECTION 6.4**

**ZONING ORDINANCES AND BOARD OF ZONING APPEALS**

The law director has suggested that the commission consider following the lead of other cities and let the Board of Zoning Appeals have the final decision on requests that come before it. Council members thought the law director recommended the change for the purpose of efficiency. Antosh said she would double check with the law director. Currently, the BZA recommends action, and the council confirms or denies. Council members Antosh, Phares and Mohorcic supported leaving the charter as is, noting that the period between the BZA's recommendation and the council's decision is typically brief, perhaps as short as a week. Reho also voiced support for retaining council oversight. Ott said that absent a compelling reason, the commission should leave the wording as is.

**SECTION 6.5**

**CONSTRUCTION**

Current wording deemed acceptable.

**SECTION 6.6**

**PLANNING COMMISSION AND BOARD OF ZONING APPEALS: FUNDS**



Current wording deemed acceptable. Antosh noted that the funds are for advertising notice of meetings.

**ARTICLE VII**

**CIVIL SERVICE COMMISSION**

**SECTION 7.1 MEMBERSHIP**

Antosh noted that the varying length of the terms – 2, 4 and 6 years – was intended to ensure that someone with knowledge of previous meetings was on the commission at all times.

5 of 5

**SECTION 7.2 OFFICERS**

Current wording deemed acceptable.

**Section 7.3 CLASSIFICATION OF SERVICE**

Current wording deemed acceptable.

**SECTION 7.4 DUTIES**

Current wording deemed acceptable.

**SECTION 7.5 SUSPENSION AND REMOVAL**

Current wording deemed acceptable.

**SECTION 7.6 FUNDS**

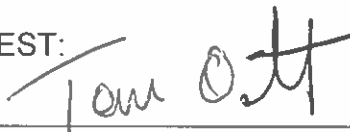
Current wording deemed acceptable. Antosh said the purposes of the funding included drug testing for those testing for open positions.

*The meeting was adjourned at 7:30. The commission scheduled its next meeting for 5:30 p.m. Thursday, April 18.*



\_\_\_\_\_  
Commission Chair, Bob Reho

ATTEST:



\_\_\_\_\_  
Secretary, Tom Ott

1 of 3

## **Willowick Charter Review Commission meeting**

5:45 p.m. Thursday, May 2, 2024

Willowick City Hall

Present: Natalie Antosh, Jodi Di Domenico, Keith Beck, Mark Lasmanis, Patrick Mohorcic, Nicole Monaco, Tom Ott, David Phares, Bob Reho.

### **Old Business**

There was no old business

### **New Business**

The commission approved the minutes from its April 11 and April 18 meetings.

Members then examined the three proposed charter changes that emerged in previous meetings and discussed whether to recommend any to City Council. The proposals, in the order of discussion, are as follows:

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The commission voted 5-4 to recommend the proposal to council. Jodi DiDomenico, Keith Beck, Mark Lasmanis, Nicole Monaco and Ott voted in favor. Reho, Mohorcic, David Phares and Antosh were opposed.

## **Article III The Council**

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3 of 3

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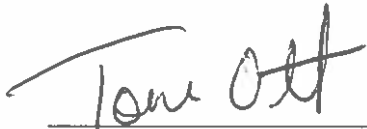
The commission voted 6-3 to recommend that the council ask voters to remove referendum rezoning from the charter. Reho, Jodi Di Domenico, Keith Beck, Lasmanis, Monaco and Ott voted in support. Mohorcic, Antosh and Phares voted no.

The meeting was adjourned at 6:51 p.m.



Commission Chair, Bob Reho

ATTEST:



Secretary, Tom Ott



5263Trabue Rd. Phone # 614-851-8800  
 Columbus, Ohio 43228 Fax # 614-851-0101  
 E-mail balsou@baldwinsours.com

EQUAL OPPORTUNITY EMPLOYER

# Quotation

Quote #	35043
Date	5/20/2024
Terms	Net 30
By	PWS

Quote For:
City of Willowick 30435 Lake Shore Blvd. Willowick OH 44095

Project Reference
ELTEC RRFBS

Ref#	B&S #	Description / mfg #	Qty	Unit Cost	Total
		ELTEC RRFBS Attn: Johnny ELTEC RRFBS			
1	9994	Eltec RRFB assembly with back to back light bars BLACK, cabinet, battery, flasher, timer, solar controls, panel, mounting rack, wireless radio communication. Also includes Polara Bulldog pushbutton, housing, and all back to back signs, sign hardware. -LESS POLES. PLEASE CONFIRM EXISTING POLE TYPE. -SQUARE CHANNEL POST MOUNTING HARDWARE IS AVAILABLE; HOWEVER, RRFBS ARE TYPICALLY MOUNTED ON AT LEAST 4.5" OUTSIDE DIAMETER SPUN ALUMINUM POLES. OPTION QUOTED BELOW	2	4,651.00	9,302.00
2	9994	ALUMINUM POLE ADDER OPTION PER EACH Pelco Pedestal pole 4 1/2" 14 ft with base, 15 ft overall. TC83.20 type. Includes Anchor bolts,	2	945.00	1,890.00
3	3036	SCREW IN FOUNDATION ANCHOR OPTION PER EACH Foundation screw anchor assembly 7-3/4" to 14-3/4" Bolt Circle with 3/4" -10Nc Hardware / PB5364-GLV	2	545.00	1,090.00
4	3904	OPTION ADDER Ped Pushbutton Station Model iNX to activate warning lights and signs at crosswalk. Includes R10-25 9" x 12" sign. Yellow Button Cover. Standard Audible Message "Yellow lights are flashing" / iNX9WN0-Y  -Freight allowed.	2	395.00	790.00

**Total \$13,072.00**

If you should have any questions please call or write. Thank you.

The quotation is for material only. Field installation, field maintenance, field functional testing and field performance testing are the responsibility of the customer and/or end user. The sale of any product or service, and the integration thereof, ordered by you is expressly conditioned upon Baldwin & Sours' Standard Terms and Conditions which are available upon request. Any additional or different terms and conditions set forth in a purchase order or similar communication are expressly rejected and will not be binding upon Baldwin & Sours unless specifically agreed to in a writing other than a purchase order that specifically references these Baldwin & Sours terms and conditions.