

# City of Willowick CITY COUNCIL REGULAR MEETING

Tuesday, March 16, 2021 at 7:30 PM City Council Chambers/ Webex

# **ADA NOTICE**

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

# **AGENDA**

CALL MEETING TO ORDER
PLEDGE ALLEGIANCE
INVOCATION
ROLL CALL OF COUNCIL
APPROVAL OF MINUTES

1. Motion to approve the minutes of the Regular City Council Meeting of March 2, 2021.

# APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

- 2. Motion to appoint a representative to the CRA Housing Council.
- 3. Motion to appoint a representative to the CRA Housing Council.

# **ADMINISTRATIVE APPEALS**

4. Administrative Appeal Order No. 2021-1 McCuller #1

An order granting a variance and exception of 2700 sq. ft. to build a new home on a lot that is only 4800 sq. ft. in the application of section 1163.03(a) of the Codified Ordinances in Board of Zoning Appeals.

5. Administrative Appeal Order No. 2021-2 McCuller #2

An order granting a variance and exception of 6' 3" into the setback to build a new home at 23' 9". the requirement is 30' per the setback map in the application of section 1163.10 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

**Acting Service Director** – Rich Regovich

**Recreation Director** – Julie Kless

**City Engineer** – Tim McLaughlin

**Finance Director** – Cheryl Benedict

**Law Director** – Stephanie Landgraf

**Police Chief** – Brian Turner

**Fire Chief** – Joe Tennyson

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

**Economic Development Manager** – Monica Drake

# 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 – Vanni, Bisbee, Koudela

Safety – Phares, Malta, Bisbee

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

Streets, Sidewalks & Sewers – Vanni, Malta, Antosh

**Tax Compliance** – Koudela, Antosh, Patton

Moral Claims – Antosh, Phares, Patton

**Budget** – Vanni, Koudela, Patton

# LIAISON REPORTS

**Planning** – Phares/Alternate Koudela

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

**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**

6. Motion authorizing the Mayor to enter into a contract with McDonald Equipment Company (MECO) for the purpose of checking and maintaining the emergency generator at the service garage from March 9, 2021 until March 8, 2022 in the amount of \$490.00.

- 7. Motion authorizing the Mayor to enter into a contract with McDonald Equipment Company (MECO) for the purpose of checking and maintaining the emergency generator at the Fire Department from March 9, 2021 until March 8, 2022 in the amount of \$550.00.
- 8. Motion authorizing the Mayor to enter into a contract with Cintas for standard uniform rental for the Service Department.

#### INTRODUCTION & CONSIDERATION OF LEGISLATION

9. Ordinance No. 2021-9 (Finance Director)

An Ordinance to make appropriations for current expenses and other expenditures of the City of Willowick, State of Ohio, during the calendar year ending December 31, 2021, and declaring an emergency.

1st Reading - February 16, 2021 2nd Reading - March 2, 2021

10. Resolution 2021-5 (Finance Director)

A Resolution authorizing the transfer of funds from the General Fund (101) to the Police Pension Fund (801) and declaring an emergency.

# ADD - ON

11. Ordinance No. 2021-15 (Law Director)
An Ordinance amending chapter 922 of the Codified Ordinances of the City of Willowick,
Ohio, titled, "Willoughby-Eastlake wastewater collection and treatment system"; specifically,

Section 922.06, titled "Fees," and declaring an emergency.

# **MISCELLANEOUS**

12. Motion authorizing a new liquor permit to Chipolte Mexican Grill of Colorado LLC, 30480 Lakeshore Boulevard, Willowick, Ohio 44095.

#### 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)

# ADJOURN TO EXECUTIVE SESSION

To discuss contract negotiations.

#### RETURN TO THE TABLE FROM EXECUTIVE SESSION

# **ADJOURNMENT**



# City of Willowick CITY COUNCIL REGULAR MEETING

Tuesday, March 02, 2021 at 7:30 PM City Council Chambers/ Webex

# **ADA NOTICE**

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

# **MINUTES**

#### **CALL MEETING TO ORDER**

(Total meetings to date - 4)

The fifth meeting of Council 2021 was called to order at 7:30 p.m. by Council President Patton.

# PLEDGE ALLEGIANCE

**INVOCATION** 

#### ROLL CALL OF COUNCIL

# **PRESENT**

Ward 3 Councilman Charles Malta

Council President Robert Patton

Ward 1 Councilwoman Monica Koudela

Ward 1 Councilman Michael Vanni

Ward 2 Councilwoman Natalie Antosh

Ward 2 Councilwoman Theresa Bisbee

Ward 3 Councilman David Phares

**Also Present:** Mayor Regovich, Finance Director Benedict, Fire Chief Tennyson, Police Chief Turner, City Engineer McLaughlin, Sewer Foreman Gross, Law Director Landgraf, Recreation Director Kless, Chief Housing and Zoning Inspector Brennan, Economic Director Drake and Council Clerk Trend.

# APPROVAL OF MINUTES

1. Motion to approve the minutes of the Regular City Council Meeting of February 16th, 2021.

Motion made by Mr. Malta, seconded by Ms. Antosh to approve the minutes of the Regular Council Meeting of February 16, 2021.

Discussion: None.

**Vote:** All ayes. Motion carried.

# APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

None.

#### ADMINISTRATIVE APPEALS

None.

# REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Continue to check the Lake County General Health District's website www.lcghd.org for COVID-19 vaccination information. \$20 million financing for the Shoreline Special Improvement District (SID) has been approved county wide. The Lakefront Development Grant and Vine St. Corridor are projects being worked on with Transportation for Livable Communities Initiative (TLCI). A former resident of Willowick, Jennifer Boresz Engelking, has a book coming out on April 19th titled "Hidden History of Lake County".

# COUNCIL DISCUSSION OF THE MAYOR'S REPORT

None.

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

# **Acting Service Director** – Rich Regovich

Unused equipment from the City is going to be put on GovDeals to make more room in the Service Department garage.

# **Recreation Director** – Julie Kless

No written report. The Spring/Summer Program Guide is complete and available on the website. Interviews for summer staff will be starting soon. Registration for Instructional Baseball, T-Ball & MINI Division is going on now at Manry until May 22.

# City Engineer – Tim McLaughlin

No written report. The Fairway investigation of the sewer lines with the Service Department could not be finished due to elevated flows. The hope is to complete this next week when the flows are down. A point repair with a lateral will be done on E. 328 St./Parkland once the weather clears and the contractor sends confirmation.

# Finance Director – Cheryl Benedict

No report.

# **Law Director** – Stephanie Landgraf

No report. Revisions made to Ordinance No. 2021-10 "Flood Damage Prevention" have been recommended by ODNR as updates to our flood plain regulation to stay compliant with the National Flood Insurance Program. The City must stay compliant with ODNR standards to maintain eligibility in the program.

# Police Chief - Brian Turner

Madison Orton was sworn in on Monday as one of the newest officers on the department. Sgt. Bruce LaForge retired today after almost 30 years of service. Patrolman John Beckwith and Patrolman Mark Guerrieri were both sworn in earlier today as Sargeants. Councilman Malta thanked the officers for their service and also thanked Willowick officers for helping out with the Birthday Club.

# Fire Chief – Joe Tennyson

Written report submitted electronically. Interviews are currently being done for potential new hires. The next COVID Pod for vaccinations will be on Friday in Wickliffe.

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

Written report submitted electronically.

# Economic Development Manager – Monica Drake

Two newer businesses in the City, Caribbean Grill on East 305 serves Jamaican food and Immaculate Cleaning is now open. Showings for the empty spaces in Shoregate Mall are still going on as well as some interest being shown in the new buildings.

# WARD MATTERS

Mr. Malta thanked Ms. Antosh for making him aware that the two mailboxes at the Post Office were unsecured on Sunday night. Ms. Antosh secured the mail and the Post Office supervisor, Cheryl Golic, was contacted and handled the situation.

#### **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)

Bryon White, 30550 Willow Lane, inquired about the CARES Act money and salaries.

Phil Detering, 469 Bayridge Blvd., inquired about news on the rat problem.

Finance Director Benedict; the City was permitted to charge off the safety forces salaries and benefits for a certain amount of time which saved salaries and benefits in the General Fund and the EMS Fund. The budgeted money remained in the General Fund with a carryover of over 2 million.

Chief Housing/Zoning Inspector Brennan; did not receive any complaints in January or February about rats but did receive one today which he will be following up on.

# REPORTS OF STANDING COMMITTEES

Finance – Vanni, Bisbee, Koudela

None.

Safety – Phares, Malta, Bisbee

None.

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

None

Streets, Sidewalks & Sewers – Vanni, Malta, Antosh

None.

**Tax Compliance** – Koudela, Antosh, Patton

None.

Moral Claims – Antosh, Phares, Patton

None.

3/2/2021

**Budget** – Vanni, Koudela, Patton

None.

# LIAISON REPORTS

**Planning** – Phares/Alternate Koudela

None.

Board of Zoning Appeals – Koudela/Alternate Vanni

None

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

None.

**Recreation Board** – Bisbee/Alternate Phares

Softball, baseball and football all have open registrations right now. T-Ball and the MINIS are being handled through the Recreation Department. The recreational basketball league has been going on for a while now and Recreation Director Kless and her team has handled it very well.

Plan Review Board - Antosh

Chipolte has submitted their letter of intent.

**Hearts & Hammers** – Malta

# FUND TRANSFERS & BID AUTHORIZATIONS

None.

#### CONTRACT APPROVALS

None.

#### INTRODUCTION & CONSIDERATION OF LEGISLATION

2. Ordinance No. 2021-9 (Finance Director)

An Ordinance to make appropriations for current expenses and other expenditures of the City of Willowick, State of Ohio, during the calendar year ending December 31, 2021, and declaring an emergency.

1st Reading - February 16, 2021 2nd Reading - March 2, 2021

3. Ordinance No. 2021-10 (Law Director)

An Ordinance amending chapter 1182 of the Codified Ordinances of the City of Willowick, Ohio, titled "Flood Damage Prevention"; and declaring an emergency.

Motion made by Mr. Phares, seconded by Ms Antosh to waive the three readings on Ordinance No. 2021-10.

Discussion: None.

**Vote:** All ayes. Motion carried.

3/2/2021

Motion made by Ms. Antosh, seconded by Mr. Phares to adopt Ordinance No. 2021-10.

**Discussion:** None.

Vote: All ayes. Motion carried.

# 4. Ordinance No. 2021-11 (Law Director)

An Ordinance authorizing the Finance Director of the City to close the Woodmere Capital Improvement Fund (425), and declaring an emergency.

Motion made by Mr. Malta, seconded by Ms. Antosh to waive the three readings on Ordinance No. 2021-11.

Discussion: None.

**Vote:** All ayes. Motion carried.

Motion made by Mr. Malta, seconded by Ms. Antosh to adopt Ordinance No. 2021-11.

**Discussion:** None.

Vote: All ayes. Motion carried.

# <u>5.</u> Ordinance No. 2021-12 (Law Director)

An Ordinance authorizing the Finance Director of the City to close the E. 329th Street Sewer Improvement Fund (426), and declaring an emergency.

Motion made by Mr. Phares, seconded by Ms. Antosh to waive the three readings on Ordinance No. 2021-12.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Vanni to adopt Ordinance No. 2021-12.

Discussion: None.

Vote: All ayes. Motion carried.

# <u>6.</u> Ordinance No. 2021-13 (Law Director)

An Ordinance authorizing the Finance Director of the City to close the Lakeshore Boulevard Capital Improvement Fund (427), and declaring an emergency.

Motion made by Mr. Phares, seconded by Ms. Antosh to waive the three readings on Ordinance No. 2021-13.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

Motion made by Mr. Malta, seconded by Mr. Phares to adopt Ordinance No. 2021-13.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

# 7. Ordinance No. 2021-14 (Law Director)

An Ordinance authorizing the Finance Director of the City to close the E. 327th Street Sewer Improvement Fund (428), and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Vanni to waive the three readings on Ordinance No. 2021-14.

3/2/2021

**Discussion:** None.

**Vote:** All ayes. Motion carried.

Motion made by Mr. Malta, seconded by Ms. Antosh to adopt Ordinance No. 2021-14.

Discussion: None.

Vote: All ayes. Motion carried.

<u>8. Resolution No. 2021-3 (Finance Director)</u>

A Resolution to approve authorizations (Then and Now Certificate) to Chagrin Custom Stainless Inc. in the amount of \$9,800.00, for the City of Willowick, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Vanni to waive the three readings on Resolution No. 2021-3.

Discussion: None.

**Vote:** All ayes. Motion carried.

Motion made by Mr. Phares, seconded by Mr. Vanni to approve Resolution No. 2021-3.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

9. Resolution No. 2021-4 (Law Director)

A Resolution authorizing the City's contribution of an amount not to exceed one-thousand dollars (\$1,000.00) to the Lake County General Health District's COVID-19 Vaccination Clinic Program for the purchase of refreshments and/or other amenities, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Phares to waive the three readings on Resolution No. 2021-4.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Phares, seconded by Ms Antosh to approve Resolution No. 2021-4.

Discussion: None.

Vote: All ayes. Motion carried.

# **MISCELLANEOUS**

10. Motion authorizing an expenditure to Ciuni and Panichi for the conversion of the City's cash basis statements to GAAP basis statements and compliance with GASB Statement No. 34 in the amount of \$27,050.

Motion made by Mr. Phares, seconded by Mr. Vanni to authorize expenditure to Ciuni and Panichi in the amount of \$27,050.

# 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)

# **City Council Regular Meeting Minutes**

3/2/2021

None.

# **ADJOURNMENT**

Motion made by Mr. Vanni, seconded by Ms. Antosh to adjourn.

**Discussion:** None.

**Vote:** All ayes. Motion carried. Meeting adjourned at 8:13 p.m.

President of Council

Attest:\_\_\_\_\_

Clerk of Council

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# ADMINISTRATIVE APPEAL ORDER NO. 2021-1

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 2700 SQ. FT. TO BUILD A NEW HOME ON A LOT THAT IS ONLY 4800 SQ. FT. IN THE APPLICATION OF SECTION 1163.03(a) OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

# CASE 21-503 MATTHEW McCULLER/MATT'S HOME IMPROVEMENT 284 E. 317 ST.

WHEREAS, the Board of Zoning Appeals, in Case No. 21-503 has recommended to Council that variance and exception in the application of Section 1163.03(a) of the Codified Ordinances of the City of Willowick be granted; and

WHEREAS, the Council finds and determines that said variance and exception be granted

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

<u>SECTION 1.</u> That a variance and exception be granted of 2700 sq. ft. to build a new home on a lot that is only 4800 sq. ft. in the application of Section 1163.03(a) of the Codified Ordinances.

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

PASSED:		2021		
			President of Council	
ATTEST:				
	Clerk of Council	<del></del>		

#### ADMINISTRATIVE APPEAL ORDER NO. 2021-2

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 6' 3" INTO THE SETBACK TO BUILD A NEW HOME AT 23' 9". THE REQUIREMENT IS 30' PER THE SETBACK MAP IN THE APPLICATION OF SECTION 1163.10 OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

# CASE 21-503 MATTHEW McCULLER/MATT'S HOME IMPROVEMENT 284 E. 317 ST.

WHEREAS, the Board of Zoning Appeals, in Case No. 21-503 has recommended to Council that variance and exception in the application of Section 1163.10 of the Codified Ordinances of the City of Willowick be granted; and

WHEREAS, the Council finds and determines that said variance and exception be granted

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

<u>SECTION 1.</u> That a variance and exception be granted of 6' 3" into the setback to build a new home at 23' 9". The requirement is 30' per the setback map in the application of Section 1163.10 of the Codified Ordinances.

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

PASSED:		2021		
			President of Council	
ATTEST:				
	Clerk of Council			

Item #6.



# EXCELLENCE IN SERVICE SERVICE AGREEMENT

The following service agreement is entered into by McDonald Equipment Company, Willoughby, Ohio; hereinafter called "MECO" and <u>City of Willowick</u> with offices at <u>31230 Vine Street, Willowick</u>, Ohio 44094, hereinafter called **OWNER**, for the purpose of checking and maintaining in the best possible operating condition the emergency generator set or sets, together with associated equipment such as automatic line transfer panels, exercisers, etc., located at:

<b>BUILDING NAME</b>	ADDRESS

**CITY** 

SERVICE GARAGE

OWNERS AGENT PHONE NO EM

<u>EMAIL</u>

Terry McCarthy

440/585-0963, Ext. 327

terrymccarthy@cityofwillowick.com

# **EQUIPMENT COVERED**

GEN-SET	MODEL	SERIAL	TRANS.	MODEL	SERIAL
MFG.	#	#	SW.MFG.	#	#
KOHLER	100R0Z-187444	392093	KOHLER		18597T3RH

# TERM OF AGREEMENT

The term of the agreement shall be for a period of one year commencing on <u>March 9, 2021</u> and terminating on <u>March 8, 2022</u>.

# SERVICE CALL FREQUENCY AND RATES

The **OWNER**, being desirous of the service of **MECO** to supply inspection, preventative maintenance and repairs performed <u>semi-annually</u>, agrees to pay the following charges.

All parts at list less 10% plus any special handling charges such as telephone calls, wires special shipping charges, etc.

Page 1 of 3

Page 2 of 3

#### SERVICE AGREEMENT

#### **BILLING RATES**

Annual Agreement Price Sales Tax TOTAL	\$ 490.00 \$ Exempt \$ 490.00	Includes mileage & travel time)
*Hourly Labor Rate	\$ 108.00	(Regular working hours - 7:30 a.m. to 4:30 p.m. Monday thru Friday except legal holidays).
*Hourly Labor Rate	\$ 162.00	(Non-regular working hours) after 4:30 p.m. weekdays and all day Saturdays.
*Hourly labor Rate	\$ 216.00	Double time Sundays and holidays.

<sup>\*</sup>These rates are for non-regularly scheduled service calls not covered by the annual agreement price.

All after hours calls are subject to a minimum 4 hour billing.

Mileage may be subject to a fuel surcharge

SERVICE COVERED - MECO will, during regular working hours, check the emergency generator and related equipment as follows:

1. Visual inspection.

\*Mileage \$1.25 per mile.

- 2. Perform applicable services as listed on attached field service report.
- 3. Check and/or adjust, where applicable, points, condenser, spark plugs, and carburetor.
- 4. Check and/or adjust governor, battery charge rate, battery, D.C. generator or alternator, cooling system, exhaust system.
- 5. Start up and run unit.
- 6. Observe operating conditions (oil pressure, water temperature, charging generator, engine, A.C. alternator and general conditions).
- 7. Check output voltage and frequency (under load if requested).
- 8. Check transfer switch.
- 9. Instruct proper personnel on plant operation.
- 10. Change oil and oil filter.
- 11. Check generator safety shutdown circuits for proper operation and annunciation.
- 12. Provide the Owner with accurate service records, along with any recommendations as to additional or future service work needed. (Removal of rodents & insects considered over & above agreement.)

Provide 24-hour emergency service. This service is billable in addition to regularly scheduled service calls. Labor will be billed at rates listed under BILLING RATES.

Major repair. Test, adjust, repair or replace any integral parts and accessories pertaining to the OWNER'S equipment; in accordance with factory recommendations or as our inspection deems advisable, with OWNER'S

Major repairs are listed under BILLING RATES.

<sup>&</sup>quot;Annual Agreement Price" is payable in advance. Terms for payment of special billings or hourly rate billings are Net 30 Days. If account is not current you are subject to loss of discount & special labor rate.

Page 3 of 3

SERVICE AGREEMENT

Service calls are clocked from the time the repairman leaves our shop to the time he returns.

Replacement of fuel filters, air filters and/or any parts or accessories necessary to the emergency operation of the unit at our option or as indicated by manufacturer's instructions will be replaced.

MECO reserves the right to alter agreement rates upon 30 days written notice. OWNER then has the right to cancel this agreement within 30 days by written notice if such agreement rate alterations are not acceptable.

When required, all materials and parts shall be furnished by MECO and billed separately to **OWNER**.

MECO will not assume responsibility for damage caused by abuse, accidents, overloads, theft, acts of a third party, forces of nature, acts of God, altering of equipment, acts of omission or commission, consequent damage, or normal wear. Furthermore, MECO will not be accountable for failure to fulfill this agreement for causes beyond its control, including but not limited to, labor disputes, etc.

This agreement is not assignable without the consent of **MECO**.

It is mutually understood that this proposal sets forth our entire agreement.

Service or maintenance calls will not be scheduled until full payment of this agreement is received by MECO.

In witness thereof each of the aforesaid parties have affixed their signatures through their duly authorized representatives:

This Day of	, 2021.
OWNER	
BY	
TITLE	

McDONALD EQUIPMENT COMPANY

Dodi Fulaitar

Service Agreement Administrator

Item #7.



# EXCELLENCE IN SERVICE SERVICE AGREEMENT

The following service agreement is entered into by McDonald Equipment Company, Willoughby, Ohio; hereinafter called "MECO" and <u>City of Willowick</u> with offices at <u>31230 Vine Street</u>, <u>Willowick</u>, <u>Ohio 44094</u>, hereinafter called **OWNER**, for the purpose of checking and maintaining in the best possible operating condition the emergency generator set or sets, together with associated equipment such as automatic line transfer panels, exercisers, etc., located at:

BUILDING NAME

**ADDRESS** 

**CITY** 

FIRE DEPARTMENT

30435 Lakeshore Blvd

Willowick, Ohio 44094

**OWNERS AGENT** 

PHONE NO

**EMAIL** 

Terry McCarthy

440/585-0963, Ext. 327

terrymccarthy@cityofwillowick.com

# **EQUIPMENT COVERED**

**GEN-SET** 

MODEL

SERIAL

TRANS.

MODEL

**SERIAL** 

MFG.

#

#

SW.MFG.

#

#

Katolight

D60FPJ4

111172

# TERM OF AGREEMENT

The term of the agreement shall be for a period of one year commencing on March 9, 2021 and terminating on March 8, 2022.

# SERVICE CALL FREQUENCY AND RATES

The **OWNER**, being desirous of the service of **MECO** to supply inspection, preventative maintenance and repairs performed **semi-annually**, agrees to pay the following charges.

All parts at list less 10% plus any special handling charges such as telephone calls, wires special shipping charges, etc.

Page 1 of 3

#### SERVICE AGREEMENT

Page 2 of 3

#### **BILLING RATES**

Annual Agreement Price Sales Tax TOTAL	\$ 550.00 \$ Exempt \$ 550.00	Includes mileage & travel time)
*Hourly Labor Rate	\$ 108.00	(Regular working hours - 7:30 a.m. to 4:30 p.m. Monday thru Friday except legal holidays).
*Hourly Labor Rate	\$ 162.00	(Non-regular working hours) after 4:30 p.m. weekdays and all day Saturdays.
*Hourly labor Rate	\$ 216.00	Double time Sundays and holidays.
*Mileage \$1.25 per mile		Mileage may be subject to a fuel surcharge

Mileage \$1.25 per mile.

Mileage may be subject to a fuel surcharge

# All after hours calls are subject to a minimum 4 hour billing.

SERVICE COVERED - MECO will, during regular working hours, check the emergency generator and related equipment as follows:

- 1. Visual inspection.
- 2. Perform applicable services as listed on attached field service report.
- 3. Check and/or adjust, where applicable, points, condenser, spark plugs, and carburetor.
- 4. Check and/or adjust governor, battery charge rate, battery, D.C. generator or alternator, cooling system, exhaust system.
- 5. Start up and run unit.
- 6. Observe operating conditions (oil pressure, water temperature, charging generator, engine, A.C. alternator and general conditions).
- 7. Check output voltage and frequency (under load if requested).
- 8. Check transfer switch.
- 9. Instruct proper personnel on plant operation.
- 10. Change oil and oil filter.
- 11. Check generator safety shutdown circuits for proper operation and annunciation.
- 12. Provide the Owner with accurate service records, along with any recommendations as to additional or future service work needed. (Removal of rodents & insects considered over & above agreement.)

Provide 24-hour emergency service. This service is billable in addition to regularly scheduled service calls. Labor will be billed at rates listed under BILLING RATES.

Major repair. Test, adjust, repair or replace any integral parts and accessories pertaining to the OWNER'S equipment; in accordance with factory recommendations or as our inspection deems advisable, with OWNER'S consent.

Major repairs are listed under BILLING RATES.

<sup>\*</sup>These rates are for non-regularly scheduled service calls not covered by the annual agreement price.

<sup>&</sup>quot;Annual Agreement Price" is payable in advance. Terms for payment of special billings or hourly rate billings are Net 30 Days. If account is not current you are subject to loss of discount & special labor rate.

Page 3 of 3

#### SERVICE AGREEMENT

Service calls are clocked from the time the repairman leaves our shop to the time he returns.

Replacement of fuel filters, air filters and/or any parts or accessories necessary to the emergency operation of the unit at our option or as indicated by manufacturer's instructions will be replaced.

MECO reserves the right to alter agreement rates upon 30 days written notice. OWNER then has the right to cancel this agreement within 30 days by written notice if such agreement rate alterations are not acceptable.

When required, all materials and parts shall be furnished by MECO and billed separately to **OWNER**.

MECO will not assume responsibility for damage caused by abuse, accidents, overloads, theft, acts of a third party, forces of nature, acts of God, altering of equipment, acts of omission or commission, consequent damage, or normal wear. Furthermore, MECO will not be accountable for failure to fulfill this agreement for causes beyond its control, including but not limited to, labor disputes, etc.

This agreement is not assignable without the consent of **MECO**.

It is mutually understood that this proposal sets forth our entire agreement.

Service or maintenance calls will not be scheduled until full payment of this agreement is received by MECO.

In witness thereof each of the aforesaid parties have affixed their signatures through their duly authorized representatives:

This	_ Day of	, 2021.
OWNER_		
BY		
TITLE		

McDONALD EQUIPMENT COMPANY

Dodi Fulaitar

Service Agreement Administrator



#### STANDARD RENTAL SERVICE AGREEMENT

Item #8.

Loca	tion No.	02	59 /	Agreement No.	210076971	L Cus	tomer No.	1190454	<u> 16</u>	Da	ite	
Cust	omer	<u>CI1</u>	Y OF WIL	LOWICK						Ph	none	4405850963
Addr	ess	312	230 VINE	ST		City WILLOWICK State		<u>OH</u>	_ Zip	44095		
UNIF	ORM PR	ICIN	IG:									
Mate	rial #		Description	on		Renta	l Freq.	Invento	ry		Unit Pri	ce
	X270			ANT - Rental			<u> </u>	1	ANY			0.480
	X330		COTTON	WORK SHIRT - R	ental				ANY			0.370
	X340		COTTON	WORK PANTS - F	Rental		· <u>·</u>		ANY			0.450
	X383		CARHART	T PANT - Rental	7				ANY			0.960
	X935		COMFOR	T SHIRT - Rental					ANY			0.360
EMBL	EM PRI	CIN	3:									
Mate	rial #		Description	on		Renta	l Freq.	Invento	ory		Unit Pri	ce
В	A2000S		NAVY/ NA	VY/ WHITE*					ANY			1.100
8	A3300S		CHAR/ CH	IAR/ WHITE*					ANY			1,100
L	XXXXXS		LXXXXX	*					ANY			0.000
L	xxxxxs		LXXXXX	*					ANY			0.000
FACII	LITY SEI	RVIC	ES PROD	UCTS PRICING:								
Mate	rial #		Description	วก		Renta	l Freq.	invento	ory		Unit Pri	ce
	X2169		SM SHOP	TWL - BLUE - Re	ental		01	ļ	ANY			0.300
•	Automat Make-Up Non-Stai premium Artwork ( Under no Service ( This Ser- indirectly or that m	crms ic Los cha ndarc \$ Char circ Char vice ( relainay be	st Replacem rge //Special Cu 0.200 p ge for Logo f umstances v ge: Charge is us ted to the en e incurred in	yments due 10 Days ent Charge: Mater \$ 1.950 t Garment (i.e., non- per garment Mat \$  vill the Company acc \$ 2.530 ed to help Company	per garment. standard, non-sto cept textiles bearin per delivery. pay various flucte sues, service and	nth  cked un  ng free li  uating co	% of usually small quid. Shop to urrent and futty of goods and	Inventory or large size wels may use costs in a services	es, unusual not be used cluding, but , in addition	\$to clea	e or long s n up oil o nited to, co	s.A. sleeve or length, etc.) r solvent spills. psts directly or aneous costs incurred
	\$	5.000	per garme	nt will be assessed for	or employees size	change	ed within 4 we	eks of insta	allation.		•	
•		and I	Premium Ad	-	aged garments ne	eding to	be replaced	outside of	normal wear			antage and Premium iium Advantage at an
•			intage <u>\$</u> Company ma	0.120 per garme ay cancel Emblem A							selected I	by Customer. The
•	•			0.06 per garment. Po ge at any time after				ted with ga	rment prepa	ration.	The Cust	tomer or Company
	0 _	D	ate	Initial and check bo	ox if Unilease. All	garmen	ts will be clear	ned by Cus	tomer.			
	O -	D	ate	Initial and check be possession or unde			ce. Company	may make	periodic phy	ysical ir	nventories	s of items in





Date	of the	e garme agreeme	ents with direct embroidery for any reason, or term ent. Customer will purchase all direct embroidered	s discontinued for an employee, or Customer deletes any ninates this agreement for any reason, or fails to renew I garments at the time they are removed from service at
	the t	hen cun	rent replacement values.	
Customer certifies that	☐ it is	☐ is	s not a federal, state, or local government br	anch or agency.
This agreement is subj	ect to the term	ns and	conditions on the back of this agreement. By	signing below, Customer agrees to and accepts the
terms and conditions o	n the back of	this ag	reement.	
			CUSTOMER:	
Cintas Loc. No.			Please Sign Name	
Ву			Please Print Name	
Title			Please Print Title	
Accepted-GM:			E-mail	

R-2100A RENEWAL Page 2 of 4 Page 20



#### STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

- 1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
- 2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
- 3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
- 4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
- 5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
- 6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
- 7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
- 8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
- 9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.
- 11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
- 12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of(a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
- 13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
- 14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
- 15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
- 16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.
- 17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR



COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

18. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses: (b) identifying and selecting which garments meet the required level of visibility; and (c) determining when garments require repair orreptacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSIIISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

#### **ORDINANCE NO. 2021 - 9**

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2021, AND DECLARING AN EMERGENCY.

**SECTION 1**. Be it ordained by the Council of the City of Willowick, State of Ohio, that to provide for the current expenses and other expenditures of said City of Willowick during the calendar year ending December 31, 2021, that the following sums be and they are hereby set aside and appropriated as follows:

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

GENERAL FUND Security of Persons & Property		
Safety Communications Dept.		
Personal Services		
Wages - Clerk Dispatchers	101.100.5136	418,500.00
Wages - Overtime	101.100.5199	3,500.00
Total Salaries & Wages		422,000.00
<u>Other</u>		
Hospitalization	101.100.5210	150,700.00
P. E. R. S.	101.100.5220	59,100.00
Medicare	101.100.5260	6,100.00
Uniform Allowance	101.100.5270	<u>-</u>
Schools & Training	101.100.5513	1,800.00
Total Other Expense		217,700.00
Total Safety Communications Depa	artment	639,700.00
Police Law Enforcement Personal Services		
Wages - Police Officers	101.101.5135	1,908,600.00
Wages - School Guards	101.101.5137	18,500.00
Retirement Benefit Payout	101.101.5195	-
Wages - Overtime	101.101.5199	100,000.00
<b>Total Wages and Salaries</b>		2,027,100.00
<u>Other</u>		
Hospitalization	101.101.5210	460,300.00
P. E. R. S.	101.101.5220	2,600.00
Police State Pension (Transfer)	101.101.5230	275,000.00
Medicare	101.101.5260	30,550.00
Uniform Allowance	101.101.5270	800.00
Telephone	101.101.5324	13,100.00
Insurance	101.101.5330	25,000.00
Gas & Oil	101.101.5420	30,000.00
Small Equip & Supplies	101.101.5430	17,100.00
Schools & Training	101.101.5513	10,500.00
Office Supplies	101.101.5521	8,700.00
Prisoner Care	101.101.5532	8,000.00
DARE Expenses	101.101.5534	-

Public Relations & Education Emergency 9-1-1 Radio Maintenance & Repair Miscellaneous Expenses Capital Improvement Total Other Expense Total Police Department	101.101.5535 101.101.5560 101.101.5561 101.101.5564 101.101.5568 101.101.5600	1,400.00 4,600.00 17,800.00 34,900.00 2,300.00 - 942,650.00 <b>2,969,750.00</b>
Fire Prevention & Inspection		
Personal Services		
Wages - Director/Chief	101.102.5120	53,156.00
Wages - Firefighters & Officers	101.102.5128	803,302.50
Wages - Secretary	101.102.5191	25,660.00
Retirement Benefit Payout	101.102.5195	20,000.00
Wages - Overtime	101.102.5199	550.00
Total Wages & Salaries	101.102.0100	882,668.50
Total Tragge a Galarios		002,000.00
<u>Other</u>		
Hospitalization	101.102.5210	66,300.00
P. E. R. S.	101.102.5220	16,300.00
Police & Fire Pension	101.102.5230	12,920.00
Medicare	101.102.5260	12,920.00
Social Security	101.102.5265	43,100.00
Clothing - Original Issue	101.102.5271	19,250.00
Replacement Safety Clothing	101.102.5272	4,000.00
Telephone	101.102.5324	4,623.00
Insurance	101.102.5330	12,500.00
EMS Collection Fees	101.102.5385	15,000.00
Gas & Oil	101.102.5420	7,150.00
Small Equip & Supplies	101.102.5430	20,000.00
Vehicle Lease Payments	101.102.5434	3,050.00
Schools & Training	101.102.5513	8,250.00
Office Supplies	101.102.5521	4,500.00
Honor Guard	101.102.5533	-
Public Relations & Education	101.102.5535	2,000.00
Radio	101.102.5561	3,600.00
Maintenance & Repair	101.102.5564	23,100.00
Capital Imp. Fire	101.102.5611	-
Transfer for Fund 208	101.102.5901	-
Total Other Expense		278,563.00
Total Fire Department		1,161,231.50
Public Health & Welfare  Other  Health District Charges  Total Other Expense  Total Public Health & Welfare	101.201.5392	140,000.00 140,000.00 <b>140,000.00</b>

Leisure Time Activities		
Parks & Playgrounds		
Personal Services		
Wages - Parks - Regular	101.301.5140	154,300.00
Wages - Summer Employees	101.301.5143	8,950.00
Retirement Benefit Payout	101.301.5195	-
Wages - Overtime	101.301.5199	11,000.00
Total Wages & Salaries		174,250.00
Other		
Hospitalization	101.301.5210	65,900.00
Cobra Hospitalization	101.301.5211	· -
P. E. R. S.	101.301.5220	24,500.00
Medicare	101.301.5260	2,600.00
Electricity & Heating	101.301.5320	56,000.00
Water	101.301.5322	7,000.00
Gas & Oil	101.301.5420	4,500.00
Small Equip & Supplies	101.301.5430	1,500.00
Vehicle Lease Payments	101.301.5434	10,650.00
Cleaning Supplies	101.301.5460	8,500.00
Park Repairs	101.301.5563	34,250.00
Maintenance & Repair	101.301.5564	1,000.00
Capital Improvements	101.301.5600	17,500.00
Total Other Expense		233,900.00
Total Parks Department		408,150.00
·		
Swimming Pools		
Personal Services		
Wages - Leisure & Regular	101.302.5150	98,000.00
Total Wages & Salaries		98,000.00
P.E.R.S.	101.302.5220	13,720.00
Medicare	101.302.5260	1,450.00
Water	101.302.5322	3,500.00
Small Equip & Supplies	101.302.5430	2,000.00
Swimming Pool Supplies	101.302.5451	3,500.00
Swimming Pool Chemicals	101.302.5452	10,000.00
Training	101.302.5513	1,000.00
Swimming Pool Repairs	101.302.5566	5,000.00
Total Other Expense		40,170.00
Total Swimming Pools		138,170.00
Decreation Browness (including Comp.)		
Recreation Programs (including Camp)		
Personal Services Wages Director/Chief	101 303 5130	96 330 00
Wages - Director/Chief	101.303.5120	86,320.00
Wages - Leisure - Regular	101.303.5150	70,000.00
Wages - Playground Supervisor	101.303.5151	65,000.00
Wages - Ball Diamond	101.303.5153	9,000.00
Wages - Secretary	101.303.5191	48,155.00
Wages - Overtime		
Total Wages & Salaries	101.303.5199	800.00 279,275.00

Other		
Hospitalization	101.303.5210	18,850.00
P. E. R. S.	101.303.5220	39,100.00
Medicare	101.303.5260	4,050.00
Insurance	101.303.5330	20,500.00
Contract Umpires	101.303.5350	1,000.00
Contract Officials	101.303.5351	5,000.00
Contract Instructors	101.303.5354	1,000.00
Small Equipment & Supplies	101.303.5430	7,000.00
League Supplies	101.303.5433	2,000.00
Fee Fund Supplies	101.303.5454	3,500.00
Recreation Program Supplies	101.303.5456	28,000.00
Concessions	101.303.5457	1,000.00
Youth Basketball Expenses	101.303.5458	5,000.00
Youth Baseball Expenses	101.303.5459	5,000.00
Paver Bricks Engraving	101.303.5470	200.00
Rib Festival	101.303.5482	-
Training	101.303.5513	1,500.00
Office Supplies	101.303.5521	9,500.00
Maintenance & Repair	101.303.5564	13,500.00
Capital Improvement	101.303.5600	60,000.00
Grant March	101.303.5602	· -
Capital Improvement - Grant	101.303.5613	-
Total Other Expense		225,700.00
Total Recreation		504,975.00
Housing & Building Inspection		
Wages - Director/Chief	101.401.5120	75,925.00
Wages - Housing Inspectors	101.401.5125	75,920.00
Wages - Secretary	101.401.5191	48,155.00
Retirement Benefit Payout	101.401.5195	· -
Wages - Overtime	101.401.5199	500.00
Total Wages & Salaries		200,500.00
-		
Other	404 404 5010	10 00
Hospitalization	101.401.5210	49,200.00
P. E. R. S.	101.401.5220	28,100.00
Medicare	101.401.5260	2,925.00
Professional Services	101.401.5319	-
Telephone	101.401.5324	850.00
Contract Services	101.401.5354	10,000.00
Gas & Oil	101.401.5420	2,500.00
Small Equip & Supplies	101.401.5430	1,000.00
Schools & Training	101.401.5513	1,000.00
Office Supplies	101.401.5521	8,000.00
Maintenance & Repair	101.401.5564	9,000.00
Misc Expenses	101.401.5568	-
Capital Improvements	101.401.5600	-
Total Other Expense		112,575.00
Total Building Department		313,075.00

Vacant Property Inspection Personal Services		
Wages - Vacant Property Inspector	101.403.5124	_
Total Wages & Salaries	101.403.5124	-
Total Wages & Salaries		-
Other D. C.	404 400 5000	
P. E. R. S.	101.403.5220	-
Medicare	101.403.5260	-
Telephone	101.403.5324	-
Gas & Oil	101.403.5420	-
Office Supplies	101.403.5521	-
Equipment Maintenance	101.403.5564	-
Total Other Expense		-
Total Vacant Property Inspection Dep	artment	-
Garbage & Refuse Collection		
<u>Other</u>		
Yardwaste Disposal	101.501.5362	5,500.00
Curbside Recycling	101.501.5363	2,300.00
Total Other Expense		7,800.00
Total Refuse Collection		7,800.00
<u>Transportation</u>		
Personal Services		
Wages - Regular	101.601.5140	153,950.00
Wages - Negulai Wages - Service Summer Employees	101.601.5143	133,930.00
Retire Benefit Payout	101.601.5195	<u>_</u>
Wages - Overtime	101.601.5199	6,500.00
Total Wages & Salaries	101.001.3133	160,450.00
Other		
Hospitalization	101.601.5210	50,200.00
P. E. R. S.	101.601.5220	22,500.00
Medicare	101.601.5260	2,400.00
Telephone	101.601.5324	720.00
Engineering Fees	101.601.5360	-
Sand - Gravel - Concrete	101.601.5410	-
Small Equipment & Supplies	101.601.5430	2,950.00
Tools	101.601.5440	6,500.00
Maintenance & Repair	101.601.5564	1,000.00
Capital Improvement	101.601.5600	11,000.00
Heavy Equipment Replacement	101.601.5601	-
Transfer to State Highway Imp.	101.601.5902	-
Total Other Expense		97,270.00
Total Transportation		257,720.00
Technology Dept.		
Personal Services		
Wages - IT Director	101.700.5170	_
Tagoo II Dilootoi	101.700.0170	

Wages - Part Time Total Wages & Salaries	101.700.5198	2,290.00 2,290.00
Other P. E. R. S. Medicare Professional Services Internet	101.700.5220 101.700.5260 101.700.5319 101.700.5325	325.00 40.00 15,000.00 9,000.00
Network Equipment & Supplies Total Other Expense Total Technology Dept.	101.700.5431	7,000.00 31,365.00 <b>33,655.00</b>
Mayor's Office Personal Services	404 704 5405	04.000.00
Wages - Mayor	101.701.5105	24,000.00
Wages - Safety Director	101.701.5106	17,070.00
Wages - Secretary	101.701.5191	51,655.00
Wages - Overtime	101.701.5199	1,500.00
Total Wages & Salaries		94,225.00
Other		
Hospitalization	101.701.5210	27,950.00
P. E. R. S.	101.701.5220	13,200.00
Medicare	101.701.5260	1,425.00
Contract Services	101.701.5354	-
Small Equip & Supplies	101.701.5430	500.00
Schools & Training	101.701.5513	3,000.00
Total Other Expenses		46,075.00
Total Mayor's Office		140,300.00
Finance Administration		
Personal Services	101 700 5100	405.050.00
Wages - Director/Chief	101.702.5120	105,358.00
Wages - Finance Staff	101.702.5160	95,800.00
Retirement Benefit Payout	101.702.5195	-
Total Wages & Salaries		201,158.00
Other		
Hospitalization	101.702.5210	66,000.00
P. E. R. S.	101.702.5220	28,200.00
Medicare	101.702.5260	2,925.00
Contract Employees	101.702.5354	,
Bank Service Charges	101.702.5383	-
Small Equip & Supplies	101.702.5430	16,000.00
Schools & Training	101.702.5513	2,000.00
Capital Improvements	101.702.5600	,
Total Other Expense		115,125.00
Total Finance Department		316,283.00
- · · · · · · · · · · · · · · · · · · ·		,

Legal Administration Personal Services		
Legal Retainer	101.703.5114	77,195.00
Total Wages & Salaries		77,195.00
<u>Other</u>		
P. E. R. S.	101.703.5220	10,810.00
Medicare	101.703.5260	1,125.00
Legal Advertising	101.703.5310	4,000.00
Consulting Services	101.703.5318	30,000.00
Law Books & Periodicals	101.703.5512	500.00
Schools & Training	101.703.5513	500.00
Miscellaneous Expenses	101.703.5568	500.00
Total Other Expense		47,435.00
Total Legal Department		124,630.00
Administrative Support Service Dept.		
Personal Services	404 704 5400	05 000 00
Wages - Director/Chief	101.704.5120	85,000.00
Wages - Secretary	101.704.5191	48,152.00
Wages - Overtime	101.704.5199	500.00
Total Wages & Salaries		133,652.00
Other		
Hospitalization	101.704.5210	28,300.00
P. E. R. S.	101.704.5220	18,725.00
Medicare	101.704.5260	1,950.00
Uniforms	101.704.5270	18,000.00
Telephone	101.704.5324	1,800.00
Contract Services	101.704.5354	21,000.00
Gas & Oil	101.704.5420	8,000.00
Small Equip & Supplies	101.704.5430	7,700.00
Vehicle Lease Payments	101.704.5434	10,800.00
Schools & Training	101.704.5513	4,500.00
Office Supplies	101.704.5521	5,500.00
Radio	101.704.5561	2,000.00
Maintenance & Repair	101.704.5564	5,500.00
Stormwater Management	101.704.5604	9,000.00
Total Other Expense		142,775.00
Total Service Department		276,427.00
<u>Legislative</u>		
Personal Services		
Wages - Council Salaries	101.705.5110	58,000.00
Wages - Council Clerk	101.705.5113	-
Total Wages & Salaries		58,000.00
Other		
P. E. R. S.	101.705.5220	8,125.00
Medicare	101.705.5260	850.00
modicalo	10111 00.0200	300.00

Small Equip & Supplies  Total Other Expense  Total General Govt.	101.705.5430	1,000.00 9,975.00 <b>67,975.00</b>
Municipal Court Costs & Fees		
<u>Other</u>		
Court Costs & Fees	101.706.5315	45,000.00
Jury & Witness Fees	101.706.5316	10.00
Total Other Expense		45,010.00
Total Municipal Court		45,010.00
Civil Service Commission		
Other		
Civil Service Operations	101.707.5317	20,000.00
Training	101.707.5513	500.00
Total Other Expense		20,500.00
Total Civil Service Commission Operations	<b>3</b>	20,500.00
		- <b>,</b>
Lands & Buildings		
Personal Services		
Wages - Regular	101.708.5140	42,785.00
Wages - Overtime	101.708.5199	2,000.00
Total Wages & Salaries		44,785.00
<u>Other</u>		
Hospitalization	101.708.5210	360.00
P. E. R. S.	101.708.5220	6,200.00
Medicare	101.708.5260	700.00
Electricity & Heating	101.708.5320	90,000.00
Water	101.708.5322	5,000.00
Landscaping Services	101.708.5352	30,000.00
Contract Cleaning Service	101.708.5353	2,000,00
Street Signs	101.708.5364 101.708.5430	2,000.00 2,500.00
Small Equip & Supplies Cleaning Supplies	101.708.5460	15,000.00
Maintenance & Repair	101.708.5564	97,000.00
Capital Improvements	101.708.5600	91,000.00
Total Other Expense	101.700.3000	248,760.00
Total Lands & Buildings		293,545.00
Total Lands a Ballanigs		200,040.00
<b>Engineering</b>		
<u>Other</u>		
Engineering Fees	101.709.5360	50,600.00
Total Other Expense		50,600.00
Total Engineering Fees		50,600.00

Other		
Other State Auditors Fees	101 710 5200	F2 000 00
	101.710.5380	52,000.00
County Treasurer Fees	101.710.5390	30,500.00
Workers Compensation	101.710.5391	120,000.00
County Election Fees	101.710.5393	4,200.00
County Delinquent Land Advertising	101.710.5394	500.00
Total Other Expense		207,200.00
Total County Auditor Deductions		207,200.00
Administrative Support		
Other		
Contingent Liability	101.711.5220	5,000.00
Professional Services	101.711.5319	35,000.00
Telephone	101.711.5324	35,000.00
Insurance	101.711.5330	30,000.00
Unemployment Compensation	101.711.5331	5,000.00
Charge for Income Tax Collections	101.711.5340	105,000.00
Ohio Municipal League	101.711.5371	2,500.00
Codification	101.711.5372	6,000.00
Land Acquisitions	101.711.5375	-
Small Equip & Supplies	101.711.5430	5,000.00
Network Equip & Supplies	101.711.5431	-
Schools & Training	101.711.5513	-
BWC Grant Expenses	101.711.5516	-
Office Supplies	101.711.5521	25,000.00
Miscellaneous Expenses	101.711.5568	4,000.00
Capital Improvements	101.711.5600	-
Transfer to Fund 301	101.711.5904	_
Transfer to Fund 401	101.711.5905	_
Transfer to Fund 220	101.711.5906	_
Transfer to Fund 218	101.711.5909	_
Transfer to Fund 211	101.711.5913	_
Transfer to Fund 213	101.711.5916	_
Transfer to Fund 222	101.711.5920	_
Transfer to Fund 240	101.711.5921	_
Transfer to Fund 230	101.711.5923	_
Transfer to Fund 420	101.711.5923	_
Transfer to Fund 225	101.711.5925	
Transfer to Fund 227	101.711.5923	201,404.00
Refunds	101.711.5954	8,000.00
Unclaimed Funds	101.711.5971	2,000.00
Advance Fund 214	101.711.5972	2,000.00
Advance Fund 214 Advance Fund 213	101.711.5975	-
		-
Advance Fund 223 Advance Fund 205	101.711.5989 101.711.5990	-
		-
Advance Fund 224	101.711.5992	-
Advance Fund 225	101.711.5993	-
Advance Fund 420	101.711.5998	400,004,00
Total Other Expense		468,904.00
Total Administrative Support		468,904.00

**County Auditor Deductions** 

**Public Relations** 

Public Relations 101.713.5535 -

Total Public Relations -

**Economic Development** 

Professional Services 101.714.5319 32,000.00 **Total Economic Development** 32,000.00

# TOTAL GENERAL FUND:

8,617,600.50

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

# **SCM&R FUND**

202.601.5143	-
202.601.5185	278,850.00
202.601.5195	· -
202.601.5199	12,000.00
	290,850.00
202.601.5210	114,325.00
202.601.5220	40,800.00
202.601.5260	4,250.00
202.601.5364	11,000.00
202.601.5366	36,900.00
202.601.5367	18,000.00
202.601.5368	-
202.601.5430	1,500.00
202.601.5434	10,650.00
202.601.5440	1,500.00
202.601.5564	16,000.00
202.601.5600	-
202.601.5601	69,000.00
202.711.5703	-
202.711.5704	-
	323,925.00
	614,775.00
	202.601.5185 202.601.5199 202.601.5210 202.601.5220 202.601.5260 202.601.5364 202.601.5366 202.601.5368 202.601.5368 202.601.5430 202.601.5434 202.601.5440 202.601.5564 202.601.5600 202.601.5601 202.711.5703

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

# **STATE HIGHWAY IMPROVEMENT FUND**

**Other** 

 Road Salt
 203.601.5465
 75,000.00

 Total Other Expense
 75,000.00

 TOTAL STATE HIGHWAY IMPROVEMENT FUND
 75,000.00

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

# **STREET LIGHTING FUND**

<u>Other</u>		
Street Lighting	204.502.5326	220,000.00
Engineering Fees	204.502.5360	-
County Treasurer Fees	204.502.5390	2,150.00
Small Equipment & Supplies	204.502.5430	1,000.00
Equipment Maintenance	204.502.5564	-
Capital Improvement	204.502.5600	-
Total Other Expense		223,150.00
TOTAL STREET LIGHTING FUND		223,150.00

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

<b>SEWER</b>	<b>REVENUE</b>	<b>FUND</b>
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Personal Services		
Wages - Regular	205.503.5140	293,500.00
Wages - Summer Employees	205.503.5143	-
Retirement Benefit Payout	205.503.5195	-
Wages - Overtime	205.503.5199	10,000.00
Total Wages & Salaries		303,500.00
<u>Other</u>		
Hospitalization	205.503.5210	116,950.00
P. E. R. S.	205.503.5220	42,500.00
Medicare	205.503.5260	3,450.00
Wickliffe Sewer Charges	205.503.5323	41,000.00
Insurance	205.503.5330	12,000.00
Contract Services	205.503.5354	-
Euclid Disposal Plant	205.503.5361	2,000,000.00
Sewer Maintenance	205.503.5367	60,000.00
Lake County Billing Fees	205.503.5382	105,000.00
County Treasurer Fees	205.503.5390	13,000.00
Gas & Oil	205.503.5420	12,000.00
Small Equipment & Supplies	205.503.5430	2,750.00
Vehicle Lease Payments	205.503.5434	10,650.00
Schools & Training	205.503.5513	3,750.00
Maintenance & Repair	205.503.5564	8,000.00
Miscellaneous Expenses	205.503.5568	-
Sewer Lateral Repairs	205.503.5569	-
Capital Improvements	205.503.5600	-
General Refunds	205.503.5971	1,000.00
Engineering Fees	205.709.5360	50,000.00
Note Principal	205.711.5703	103,649.28
Note Interest	205.711.5704	1,600.00
Transfer to Fund 422	205.711.5919	54,895.00
Return of Advance to Fund 101	205.711.5977	-
Transfer to Fund 426	205.908.5930	-
Transfer to Fund 428	205.911.5932	-
Transfer to Fund 429	205.912.5933	-
Total Other Expense		2,642,194.28
TOTAL SEWER REVENUE FUND		2,945,694.28

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

# POLICE & FIRE CAPITAL IMPROVEMENT FUND

207.101.5430	35,000.00
207.101.5610	36,000.00
207.101.5703	49,000.00
207.101.5704	1,600.00
207.102.5430	42,500.00
207.102.5611	12,000.00
207.710.5390	3,000.00
207.711.5703	59,900.00
207.711.5704	6,400.00
207.711.5904	-
207.711.5989	-
	245,400.00
	245,400.00
	207.101.5610 207.101.5703 207.101.5704 207.102.5430 207.102.5611 207.710.5390 207.711.5703 207.711.5704 207.711.5904

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

# FIRE EMERGENCY RESCUE FUND

Personal Services		
Wages - Director/Chief	208.102.5120	43,491.00
Wages - Firefighters & Officers	208.102.5138	657,250.00
Wages - Secretary	208.102.5191	20,995.00
Retirement Benefit Payout	208.102.5195	-
Wages - Overtime	208.102.5199	450.00
Total Wages & Salaries		722,186.00
<u>Other</u>		
Hospitalization	208.102.5210	54,300.00
P. E. R. S.	208.102.5220	14,165.00
Police & Fire Pension	208.102.5230	10,570.00
Medicare	208.102.5260	10,520.00
Social Security	208.102.5265	35,400.00
Clothing - Original Issue	208.102.5271	15,750.00
Replacement Safety Clothing	208.102.5272	3,000.00
Telephone	208.102.5324	3,700.00
Insurance	208.102.5330	10,000.00
Engineering Fees	208.102.5360	-
EMS Collection Fees	208.102.5385	12,300.00
County Treasurer Fees	208.102.5390	8,000.00
Gas & Oil	208.102.5420	5,850.00
Small Equipment & Supplies	208.102.5430	16,250.00
Vehicle Lease Payments	208.102.5434	2,500.00
Schools & Training	208.102.5513	6,750.00
EMS Grant Expenses	208.102.5515	-
Office Supplies	208.102.5521	3,700.00
Radio	208.102.5561	3,000.00
Maintenance & Repair	208.102.5564	18,900.00

956,841.00

Capital Improvements	208.102.5600	-
Total Other Expense		234 655 00

TOTAL FIRE EMERGENCY RESCUE FUND

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

# **SANITARY & STORM SEWER LATERAL LEVY FUND**

Personal Services	

 Wages - Regular
 211.503.5140

 Wages - Overtime
 211.503.5199

 Total Wages - Sclarics

Total Wages & Salaries -

# **Other**

P. E. R. S. 211.503.5220 Medicare 211.503.5260 Engineering 211.503.5360 30,000.00 County Treasurer's Fees 211.503.5390 1,500.00 Sewer Lateral Repairs 250,000.00 211.503.5569 Capital Improvements 211.503.5600 **Total Other Expense** 281,500.00

TOTAL SANITARY & STORM SEWER LATERAL LEVY FUND 281,500.00

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

# **STREET IMPROVEMENT LEVY FUND**

# <u>Other</u>

<u>Other</u>		
Engineering Fees	213.601.5360	20,000.00
Street Resurfacing & Repair	213.601.5367	180,000.00
Street Lining	213.601.5368	-
Miscellaneous Expenses	213.601.5568	-
Legal Fees	213.711.5318	-
County Treasurer Fees	213.711.5390	8,550.00
Return Advance Fund 101	213.711.5977	-
Engineering Fees-'18 Road Program OPWC	213.910.5360	-
Street Resurfacing-'18 Road Program OPWC	213.910.5367	-
Transfer-Fund 429	213.912.5933	-
Engineering Fees-2020 Road Program OPWC	213.914.5360	75,000.00
Street Resurfacing-2020 Road Program OPWC	213.914.5367	675,000.00
Total Other Expense		958,550.00
TOTAL STREET IMPROVEMENT LEVY FUND		958,550.00

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

# **RECREATION IMPROVEMENT LEVY FUND**

|--|

Maintenance & Repair	214.302.5564	-
Miscellaneous Expenses	214.302.5568	-
Pool Capital Improvements	214.302.5614	-
Small Equip & Supplies	214.303.5430	-
Miscellaneous Expenses	214.303.5568	-
Recreation Capital Improvements	214.303.5600	85,000.00

20,000.00 16,000.00 9,000.00

Engineering	214.709.5360	15,000.00
Legal Fees	214.711.5318	-
County Treasurer Fees	214.711.5390	800.00
Return of Advance to Fund 101	214.711.5977	-
Total Other Expense		100,800.00
TOTAL RECREATION IMPROVEMENT LEVY FUND		100,800.00

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

# PERMISSIVE LICENSE FEE FUND

Other	
Traffic Signals	215.601.5326
Traffic Lights	215.601.5328
Insurance	215.601.5330
Engineering	215.601.5360
Stroot Signs	215 601 5264

 Street Signs
 215.601.5364
 3,000.00

 Street Resurface & Repair
 215.601.5367
 46,000.00

 Street Lining
 215.601.5368
 5,000.00

 Gas & Oil
 215.601.5420
 12,000.00

 Equipment Maintenance
 215.601.5564

 Miscellaneous Expenses
 215.601.5568

 Capital Improvement
 215.601.5600

 Total Other Expense
 111,000.00

TOTAL PERMISSIVE LICENSE FEE FUND 111,000.00

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

# **DUI EDUCATION & ENFORCEMENT FUND**

<u>Other</u>

 DUI Education & Enforcement
 217.101.5530
 1,300.00

 Capital Improvement
 217.101.5600

 Total Other Expense
 1,300.00

 TOTAL DUI EDUCATION & ENFORCEMENT FUND
 1,300.00

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

#### DRUG LAW ENFORCEMENT FUND

**Other** 

 Equipment & Supplies
 218.101.5430
 200.00

 Training
 218.101.5513
 500.00

 Capital Equipment
 218.101.5600

 Total Other Expense
 700.00

 TOTAL DRUG LAW ENFORCEMENT FUND
 700.00

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

# **SENIOR CITIZENS CENTER FUND**

**Personal Services** 

 Wages
 220.304.5120
 43,000.00

 Retirement Benefit Payout
 220.304.5195

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Wages - Part Time  Total Wages & Salaries	220.304.5198	20,000.00 63,000.00
<u>Other</u>		
Hospitalization	220.304.5210	75.00
P. E. R. S.	220.304.5220	8,820.00
Medicare	220.304.5260	950.00
Electricity & Heating	220.304.5320	4,000.00
Gas & Oil	220.304.5420	500.00
Small Equip & Supplies	220.304.5430	1,000.00
Program Supplies	220.304.5453	3,000.00
Office Supplies	220.304.5521	4,000.00
Maintenance & Repair	220.304.5564	2,500.00
United Way Expenses	220.304.5567	-
Capital Improvement	220.304.5600	-
Levy Fund	220.304.5603	30,000.00
Total Other Expense		54,845.00
TOTAL SENIOR CITIZENS CENTER FU	ND	117,845.00

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

#### **EMERGENCY MANAGEMENT FUND**

Other

 Transfer to Fund 208
 221.711.5901

 Transfer to Fund 202
 221.711.5903

 Transfer to Fund 205
 221.711.5907

 Transfer to Fund 101
 221.711.5911

 Transfer to Fund 221
 221.711.5924

 Total Other Expense

TOTAL EMERGENCY MANAGEMENT FUND

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

#### **HOMELAND SECURITY GRANT FUND**

**Other** 

 Small Equip & Supplies
 223.102.5430

 Capital Improvement
 223.102.5600

 Return of Advance to Fund 101
 223.711.5977

 Return of Advance to Fund 207
 223.711.5980

 Total Other Expense

 TOTAL HOMELAND SECURITY GRANT FUND

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

# **COMMUNITY BLOCK GRANT FUND**

<u>Other</u>

 Return of Advance to 101
 224.711.5977

 CDBG - Hearts & Hammers
 224.950.5517

 Professional Services
 224.951.5319

 Total Other Expense

Total Other Expense

TOTAL COMMUNITY BLOCK GRANT FUND -

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

#### LAKEFRONT CONNECTIVITY & DOWNTOWN REDEVELOPMENT GRANT FUND

**Other** 

Professional Services 225.711.5319 Return of Advance to Fund 101 225.711.5977 20,570.00

Total Other Expense 20,570.00

TOTAL LAKEFRONT CONNECTIVITY & DOWNTOWN GRANT FUND 20,570.00

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

# **CORONAVIRUS RELIEF GRANT FUND**

Personal Services

 Wages
 226.715.5140

 Wages - Part Time
 226.715.5199

 Total Wages & Salaries

**Other** 

P.E.R.S 226.715.5220 Police Pension-City 226.715.5230 Medicare 226.715.5260 Social Security 226.715.5265 **Professional Services** 226.715.5319 Unemployment 226.715.5331 Small Equipment & Supplies 226.715.5430 Network Equipment & Supplies 226.715.5431 Cleaning Supplies 226.715.5460 Office Supplies 226.715.5513 **Small Business Grants** 226.715.5568 Capital Improvements 226.715.5600 **Total Other Expense** 

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

**TOTAL CORONAVIRUS RELIEF GRANT FUND** 

#### **NOPEC GRANT FUND**

**Other** 

 Engineering Fees
 227.709.5360
 51,000.00

 Capital Improvements
 227.711.5600
 300,000.00

 Total Other Expense
 351,000.00

 TOTAL NOPEC GRANT FUND
 351,000.00

**SECTION 22.** That there be appropriated from the Law Enforcement Trust Fund:

#### LAW ENFORCEMENT TRUST FUND

<u>Other</u>

Small Equip & Supplies	230.101.5430	-
Miscellaneous Expenses	230.101.5568	-
Capital Imp Police	230.101.5600	-

# Total Other Expense TOTAL LAW ENFORCEMENT TRUST FUND

-

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

# LAW ENFORCEMENT CONT. TRAINING FUND

<u>Other</u>

Schools & Training 232.101.5513 102.07

Total Other Expense 102.07

TOTAL LAW ENFORCEMENT CONT. TRAINING FUND 102.07

**SECTION 24**. That there be appropriated from the Earned Benefits Fund:

# **EARNED BENEFITS FUND**

**Other** 

Retirement Benefit Payout-Police	240.101.5195	103,000.00
Retirement Benefit Payout-Parks	240.301.5195	-
Retirement Benefit Payout-Building	240.401.5195	-
Retirement Benefit Payout-Mayor's Office	240.701.5195	5,000.00
Retirement Benefit Payout-Finance	240.702.5195	-
Total Other Expense		108,000.00
TOTAL EARNED BENEFITS FUND		108,000.00

**SECTION 25**. That there be appropriated from the Fire Loss Claims Fund:

# **FIRE LOSS CLAIMS FUND**

**Other** 

Miscellaneous Expenses	241.711.5568	29,038.47
Total Other Expense		29,038.47
TOTAL FIRE LOSS CLAIMS FUND		29,038.47

**SECTION 26.** That there be appropriated from the Bond Retirement Fund:

# **BOND RETIREMENT FUND**

<u>Other</u>

Legal Fees	301.711.5318	<u>-</u>
Registrar Fees	301.711.5384	-
County Treasurer Fees	301.711.5390	500.00
Bond Principal	301.711.5701	-
Bond Interest	301.711.5702	-
Note Principal	301.711.5703	34,068.00
Note Interest	301.711.5704	-
Total Other Expense		34,568.00
TOTAL BOND RETIREMENT FUND		34,568.00

**SECTION 27**. That there be appropriated from the Municipal Tax Increment Equiv. Fund:

# **MUNICIPAL TAX INCREMENT EQUIV. FUND**

**Other** 

County Treasurer Fees	302.710.5390	4,200.00
Legal Fees	302.711.5318	4,000.00
Miscellaneous Expenses	302.711.5568	-
Capital Improvement	302.711.5600	-
Note Principal	302.711.5703	200,000.00
Note Interest	302.711.5704	4,000.00
PILOT Reimbursement to W/E Schools	302.711.5720	160,000.00
Total Other Expense		372,200.00
TOTAL MUNICIPAL TAX INCREMENT EQUIV. FUND		372,200.00

**SECTION 28**. That there be appropriated from the Capital Improvement Fund:

#### **CAPITAL IMPROVEMENT FUND**

#### **Other**

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

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

# STORMWATER MANAGEMENT CAPITAL IMPROVEMENT FUND

**Other** 

 Engineering Fees
 420.711.5360

 Capital improvements
 420.711.5600
 45,000.00

 Total Other Expense
 45,000.00

 TOTAL STORMWATER MANAGEMENT CAPITAL IMP. FUND
 45,000.00

**SECTION 30**. That there be appropriated from the Sanitary Sewer Capital Improvement Fund:

#### SANITARY SEWER CAPITAL IMPROVEMENT FUND

**Other** 

Capital Improvements	422.503.5600	-
Engineering Fees	422.709.5360	-
Legal Fees	422.711.5318	3,000.00
Note Principal	422.711.5703	273,435.00
Note Interest	422.711.5704	5,460.00
Total Other Expense		281,895.00
TOTAL SANITARY SEWER CAPITAL IMPROVEMENT FUND		281,895.00

**SECTION 31**. That there be appropriated from the Police Pension Fund:

# **POLICE PENSION FUND**

<u>Other</u>

Police Pension City Liability 801.101.5230 400,000.00

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 County Treasurer Fees
 801.101.5390
 1,000.00

 Total Other Expense
 401,000.00

 TOTAL POLICE PENSION FUND
 401,000.00

**SECTION 32**. That there be appropriated from the Security Deposits Fund:

#### **SECURITY DEPOSITS FUND**

Engineering Fees	802.711.5360	21,000.00
Deposit Refunds	802.711.5970	15,000.00
Unclaimed Funds	802.711.5972	2,000.00
Total Other Expense		38,000.00
TOTAL SECURITY DEPOSIT FUND		38,000.00

**SECTION 33**. That there be appropriated from the Donations & Bequests Fund:

<u>Other</u>

Donation Purchases803.811.580025,000.00Total Donations & Bequests Fund25,000.00TOTAL DONATIONS & BEQUESTS FUND:25,000.00

TOTAL ALL FUNDS 16,956,529.32

**SECTION 34.** That the Finance Director is hereby authorized to make expenditures or payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefore, approved by the Board of Officers authorized by law to approve the same, or an Ordinance or Resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

<u>SECTION 35</u>. All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 3.12 of the Charter of the City of Willowick and Section 121.22 of the Ohio Revised Code.

**SECTION 36**. That the Clerk of Council be and she is hereby requested to deliver a certified copy of this Ordinance to the Lake County Auditor.

**SECTION 37**. That this Ordinance is hereby declared and determined to be an emergency measure necessary for the preservation of the public peace, health and safety of said City for the reason that immediate provision must be made for the appropriation herein provided for and it shall, therefore, be in effect immediately upon its approval by the Mayor of the City.

PASSED:,	2021	
Submitted to the Mayor for his approval	Council President	
on, 2021 ATTEST:	Approved by the Mayor on	2021
Clerk of Council	 Mayor	

#### **RESOLUTION NO. 2021-05**

# A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND (101) TO THE POLICE PENSION FUND (801) AND DECLARING AN EMERGENCY.

**WHEREAS**, the City of Willowick has adopted Ordinance No. 2021-09 appropriating funds for the calendar year 2021; and

WHEREAS, said Ordinance requires the transfer of certain funds.

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

**SECTION 1**. That the following transfer is hereby authorized to be made from the General Fund (101) to the account and in the amount indicated below:

Transfer to the Police Pension Fund (801-814-4961)

\$275,000.00

**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 requirement, including Section 121.22 of the Ohio Revised Code.

**SECTION 3**. That all Resolutions or parts thereof in conflict with the provisions of this Resolution are hereby repealed.

**SECTION 4**. That 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; wherefore, this Resolution shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED:, 2021	
Submitted to the Mayor for his	President of Council
approval on, 2021 ATTEST:	APPROVED by the Mayor on, 2021
Clerk of Council	Mayor

#### **ORDINANCE NO. 2021-15**

AN ORDINANCE AMENDING CHAPTER 922 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED, "WILLOUGHBY-EASTLAKE WASTEWATER COLLECTION AND TREATMENT SYSTEM"; SPECIFICALLY, SECTION 922.06, TITLED "FEES," AND DECLARING AN EMERGENCY.

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

**Section 1**. That Chapter 922 of the Codified Ordinances of the City of Willowick, Ohio, titled "WILLOUGHBY-EASTLAKE WASTEWATER COLLECTION AND TREATMENT SYSTEM"; specifically Section 922.06, titled "Fees", is hereby amended, to read and provide as follows:

#### 922.06 FEES

- (a) <u>Sewage Surcharge</u>:
  - (1) Establishment. A sewage surcharge . . .

\* \* \*

- (c) <u>Surcharge for Excess Concentration</u>.
- (1) When the total suspended solids, CBOD, COD, phosphorus and/or oil and grease of a water or waste accepted for admission to the system exceed the values of their constituents for normal sewage, the excess concentration in any or all, as the case may be, shall be subject to a surcharge as follows:
- A. Pounds of excess suspended solids per day x \$0.54 \$0.49 per lb.=suspended solids surcharge.
  - B. Pounds of excess CBOD per day x \$0.66 \$0.55 per lb.=CBOD surcharge
  - C. Pounds of excess COD per day x-\$0.28 \$0.24 per lb.=COD surcharge.
- D. Pounds of excess phosphorus per day x \$0.93 \$0.74 per lb.=phosphorus surcharge.
- E. Pounds of excess oil and grease per day x \$0.54 \$0.49 per lb.=oil and grease surcharge.
- (2) In addition to the above surcharges, the City shall have the right to surcharge any user for the discharge of any other pollutant into the sewage system.
- <u>Section 2.</u> That the existing Section 922.06 of the City's Ordinance is hereby repealed in that said Section is superseded by this legislation.
- <u>Section 3.</u> All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal

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

<u>Section 4.</u> This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick, insofar as it provides for the necessary and usual daily operation of the City and its Department of Service, and further to ensure payment compliance with the surcharge rate changes for extra-strength wastes for the Willoughby-Eastlake Wastewater Collection and Treatment System passed by the City of Willoughby March 2, 2021 and effective April 5, 2021.

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

Adopted by Council:, 2021	Robert Patton, Council President
Submitted to the Mayor:, 2021 Approved by the Mayor:, 2021	Richard J. Regovich, Mayor
ATTEST:Angela Trend, Clerk of Council	

NOTICE TO LEGISLATIVE AUTHORITY

MAR 08 2021

OHIO DIVISION OF LIQUOR CON 6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

14374151310 NEW TYPE  ISSUE DATE  01 28 2021  EILING DATE  D1  PERMIT CLASSES	CHIPOTLE MEXICAN GRILL OF COLORADO LLC  DBA CHIPOTLE MEXICAN GRILL 3850  30480 LAKESHORE BLVD  WILLOWWICK OH 44095
43 187 C C87295	EPOM and the transfer of the t
	FROM 03/03/2021
PERMIT NUMBER TYPE  ISSUE DATE  FILING DATE	
PERMIT CLASSES  TAX DISTRICT RECEIPT NO.	



MAILED 03/03/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN.

04/05/2021

#### **IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

(TRANSACTION & NUMBER)

REFER TO THIS NUMBER IN ALL INQUIRIES			MEW	143/413	1310
		ACTION 8	NUMBER)		
(MUST MARK	ONE OF THE FOLL	OWIN	IG)		
WE REQUEST A HEARING ON THE ADVISATHE HEARING BE HELD IN OUR	BILITY OF ISSUING R COUNTY SEAT.			AND REQUE	ST THAT
WE DO NOT REQUEST A HEARING.  DID YOU MARK A BOX? IF NOT, THIS	WILL BE CONSIDER	RED /	A LATE	RESPONSE.	
PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:					
(Signature) (Title)	- Clerk of County Com	ımissior	ner	(Date)	-2
	Clerk of City Council	L			

Township Fiscal Officer

CLERK OF WILLOWICK CITY COUNCIL 30435 LAKESHORE BLVD WILLOWICK OHIO 44095

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# **Angela Trend**

From:

**Brian Turner** 

Sent:

Tuesday, March 09, 2021 1:38 PM

To:

Angela Trend

Subject:

**RE: Chipolte Liquor Permit** 

The Police Department has no objections to the Chipotle permit application.

Brian C. Turner Chief of Police

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Angela Trend <a trend@cityofwillowick.com>

Date: 3/9/21 12:49 PM (GMT-05:00)

To: Brian Turner <br/>
<br/>
turner@cityofwillowick.com>

Subject: Chipolte Liquor Permit

Brian,

I will need a no objection response via email from you for the agenda in reference to the Chipolte liquor permit. Thank you..

Angie