



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

Tuesday, October 19, 2021 at 7:30 PM  
City Council Chambers

**ADA NOTICE**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 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 October 5th, 2021.

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

- [2.](#) A Proclamation honoring Marge Yonchak on her 100th birthday.
- [3.](#) A Proclamation declaring November as Family Court Awareness Month.

**ADMINISTRATIVE APPEALS**

- [4.](#) Administrative Appeal No. 2021-25 - Finish Line Car Wash (Not Recommended by BZA)

An Order granting a variance and exception of 8 ft. to allow a ground sign already installed to remain 2' from the sidewalk in the application of section 1349.08(d)(4) of the Codified Ordinances in Board of Zoning Appeals.

***Tabled 8-3-21 Tabled 9-7-21 Tabled 9-21-21 Tabled 10-5-21***

- [5.](#) Administrative Appeal Order No. 2021-36 - Corral (Recommended by BZA)

An Order granting a variance and exception of 4" owner constructed a swimming pool deck 32" from the property line without permit or approval in the application of Section 1339.13(d) of the Codified Ordinances in Board of Zoning Appeals.

- [6.](#) Administrative Appeal Order No. 2021-37 - Steimle #1 (Recommended by BZA)

An Order granting a variance and exception of 24 sq. ft. to build a 600 sq. ft. garage in the application of Section 1163.07 of the Codified Ordinances in Board of Zoning Appeals.

- [7.](#) Administrative Appeal Order No. 2021-38 - Steimle #2 (Recommended by BZA)

An Order granting a variance and exception of 1' 9" side yard for garage to be 8' 3" from the neighbor shed in the application of Section 1163.07 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** – 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****INTRODUCTION & CONSIDERATION OF LEGISLATION****8. Resolution No. 2021-32 (Law Director)**

A Resolution authorizing the Mayor to accept the technical proposal submitted by Environmental Design Group for the Willowick Lakefront Connectivity and Downtown Redevelopment Plan, and execute all agreements pursuant thereto, and declaring an emergency.

**9. Resolution No. 2021-33 (Finance Director)**

A Resolution to approve authorizations (Then and Now Certificate) to Adler Team Sports in the amount of \$6,311.60, for the City of Willowick, and declaring an emergency.

**MISCELLANEOUS**

**10.** Motion to authorize the Mayor to accept the Cargill price quote for calcium chloride road brine for the 2021-2022 winter season at a rate not to exceed \$.58/gallon.

11. Motion requesting authorization for Dawn Snyder to approve Purchase Orders during the Finance Director's absence from the city starting November 4th through November 19, 2021.

12. Motion authorizing CT Consultants to perform preliminary engineering, prepare plans and bid documents, obtain bids, and perform all construction administration and inspection services for the 2022 Street Improvements Project and for a fee not to exceed \$75,000 in accordance with the Agreement for engineering services.

13. Motion to declare an Okidata Microline 395, 24 pin printer, Serial No. B2KML395 and City Tag No. 1030, declaring it as surplus, obsolete, unneeded and unfit for public use and authorizing its disposal.

14. Motion to declare a Hedman Model EDP 2000 check signing machine, Serial No. 30J3644 and City Tag No. 00007, declaring it as surplus, obsolete, unneeded and unfit for public use and authorizing its disposal.

**PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

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

**ADJOURNMENT**



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

Tuesday, October 05, 2021 at 7:30 PM  
 City Council Chambers

**ADA NOTICE**

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

**MINUTES**

**CALL MEETING TO ORDER**

(Total meetings to date - 15)

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

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**PRESENT**

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 Charles Malta  
 Ward 3 Councilman David Phares

**ALSO PRESENT**

Mayor Regovich, Finance Director Benedict, Law Director Landgraf, Fire Chief Tennyson, Police Chief Turner, Service Director Shannon, Recreation Director Kless, City Engineer McLaughlin and Council Clerk Trend. Chief Building and Zoning Inspector Brennan and Economic Manager Drake were absent.

**APPROVAL OF MINUTES**

1. Motion made by Mr. Malta, seconded by Ms. Bisbee to approve the Regular City Council Meeting of September 21st, 2021.

**Discussion:** None.

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

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

None.

## ADMINISTRATIVE APPEALS

### 2. Administrative Appeal No. 2021-25 - Finish Line Car Wash (Not Recommended by BZA)

An Order granting a variance and exception of 8 ft. to allow a ground sign already installed to remain 2' from the sidewalk in the application of section 1349.08(d)(4) of the Codified Ordinances in Board of Zoning Appeals.

*Tabled 8-3-21 Tabled 9-7-21 Tabled 9-21-21 Tabled 10-5-21*

## REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

On the ballot for November 2, Issue 3 - renewal for Parks and Recreation and Issue 4 - proposed Charter amendment for zoning in the City. The City has received the final approval for the TCLI grant for the Lakefront and Lakeshore. Several complaints have been received about Kimble's service. They are working well with the City to make sure the complaints get resolved quickly. The Special Improvement District (SID) is nearing the finish line and hopefully at the end of the month the first projects can be started.

## COUNCIL DISCUSSION OF THE MAYOR'S REPORT

Mr. Phares stated the City of Wickliffe has the same referendum zoning on their ballot and in their ballot language they have three readings as the rule. Ms. Landgraf stated that by state statute everything is on for three readings unless there is an emergency clause inserted.

Mr. Malta stated Paula Patfield on Gilchrist did not have her garbage picked up for three straight weeks by Kimble. Mayor Regovich reached out to Kimble today after he had received the information and is confident Kimble will handle the situation.

## GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

### **Service Director – Todd Shannon**

Written report submitted electronically. Acacia, Edgewood, Maplewood and W. Willowick all have the final road surface on. Green and Divot are still having concrete repairs done as well as E. 308 St. A meeting with CEI has been set-up to discuss lighting for the Shoreland area and the pools are being winterized. Mr. Malta inquired why only half of the curbs are being replaced on E. 308 St. Mr. Shannon stated the cost of concrete is very high and they have to be selective on which curbs can be fixed. Mayor Regovich stated the cost of concrete has gone from \$90.00 a yard to \$160.00 a yard and does not anticipate it going down.

### **Recreation Director – Julie Kless**

The Collectible Flea Market is at Manry Park on October, 23 from 9 a.m. to 2 p.m. There will be a Winter Break Camp added this year for a fee of \$50.00 and a Winter Wonderland Event at Manry Park on December 12th.

### **City Engineer – Tim McLaughlin**

Written report submitted electronically.

### **Finance Director – Cheryl Benedict**

No written report.

### **Law Director – Stephanie Landgraf**

No written report.

**Police Chief** – Brian Turner

Written report submitted electronically.

**Fire Chief** – Joe Tennyson

Written report submitted electronically.

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

Absent.

**Economic Development Manager** – Monica Drake

Absent.

## **WARD MATTERS**

None.

## **PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

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

None.

## **REPORTS OF STANDING COMMITTEES**

**Finance** – Vanni, Bisbee, Koudela

There will be a joint Budget-Finance Committee meeting on October 19th at 6:30 p.m.

**Safety** – Phares, Malta, Bisbee

No report.

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

No report.

**Streets, Sidewalks & Sewers** – Vanni, Malta, Antosh

No report.

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

No report.

**Moral Claims** – Antosh, Phares, Patton

No report.

**Budget** – Vanni, Koudela, Patton

No report.

## **LIAISON REPORTS**

**Planning** – Phares/Alternate Koudela

No report.

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

No report.

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

No report.

**Recreation Board – Bisbee/Alternate Phares**

No report.

**Plan Review Board – Antosh**

No report.

**Hearts & Hammers – Malta**

No report.

**FUND TRANSFERS & BID AUTHORIZATIONS**

None.

**CONTRACT APPROVALS**

None.

**INTRODUCTION & CONSIDERATION OF LEGISLATION****3. Ordinance No. 2021–37** (As amended) (Safety Committee)

An Ordinance enacting Codified Ordinance 505.121 titled “wild, dangerous, exotic, endangered or undomesticated animals.”

***1st Reading 9-7-21 2nd Reading 9-21-21 3rd Reading 10-5-21***

Motion made by Ms. Antosh, seconded by Mr. Vanni to adopt Ordinance No. 2021-37.

**Discussion:** None.

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

**4. Ordinance No. 2021–38** (As amended) (Safety Committee)

An Ordinance enacting Codified Ordinance 505.131 titled “Harboring and/or Keeping of Farm Animals.”

***1st Reading 9-7-21 2nd Reading 9-21-21 3rd Reading 10-5-21***

The Law Director requested the matter to be tabled, as she had been advised by members of Council prior to the meeting that a work session may be beneficial. Councilman Phares noted his objection to the tabling of the Ordinance. No requests from any other member of Council were noted to table the Ordinance, hearing none, the Ordinance proceeded to vote.

Motion made by Ms. Antosh, seconded by Mr. Vanni to adopt Ordinance No. 2021-38 as amended.

**Discussion:** None.

**Vote:** Ayes: Vanni, Patton and Antosh.

Nays: Koudela, Malta, Phares and Bisbee. ***4-3 opposed to; motion failed.***

Motion made by Mr. Phares, seconded by Ms. Bisbee to vote on and adopt Ordinance No. 2021-38 as was originally drafted without chickens.

**Discussion:** None.

**Vote:** Ayes: Vanni, Malta, Phares, Antosh and Bisbee.

Nays: Koudela and Patton. *5-2 in favor of; motion passed.*

5. Ordinance No. 2021-39 (Safety Committee)

An Ordinance amending Chapter 1145 of the Codified Ordinances of the City of Willowick, Ohio, titled, "Retail District"; specifically, Section 1145.03, titled "uses."

*1st Reading 9-7-21 2nd Reading 9-21-21 3rd Reading 10-5-21*

Motion made by Mr. Malta, seconded by Ms. Antosh to adopt Ordinance No. 2021-39.

**Discussion:** Mr. Phares stated the reason for the introduction of this Ordinance is that there are certain values the City should try and promote and gambling should not be one of them. There are four establishments in the City and are all on the main routes of the City. Coming in and out they can be seen plain as day. They are not being prohibited nor are any of them being kicked out. Four should be the maximum number allowed in the City.

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

6. Ordinance No. 2021-47 (Law Director)

An Ordinance amending the 2021 fee schedule for the Willowick Recreation Department, repealing certain Ordinances, and declaring an emergency.

Motion made by Ms. Bisbee, seconded by Mr. Malta to waive the three readings on Ordinance No. 2021-47.

**Discussion:** None.

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

Motion made by Ms. Antosh, seconded by Ms. Bisbee to adopt Ordinance No. 2021-47.

**Discussion:** None.

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

7. Ordinance No. 2021-48 (Finance Director)

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.

Motion made by Mr. Malta, seconded by Ms. Antosh to waive the three readings on Ordinance No. 2021-48.

**Discussion:** None.

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

Motion made by Ms. Bisbee, seconded by Mr. Vanni to adopt Ordinance No. 2021-48.

**Discussion:** None.

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

8. Resolution No. 2021-31 (Finance Director)

A Resolution to approve authorizations (Then and Now Certificate) to Compass Minerals in the amount of \$10,264.84, 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. 2021-31.

**Discussion:** None.

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



Motion made by Ms. Antosh, seconded by Mr. Vanni to approve Resolution No. 2021-31.

**Discussion:** None.

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

## MISCELLANEOUS

9. Motion made by Mr. Malta, seconded by Ms. Bisbee to declare a 2006 Braun/International Ambulance, VIN 1HTMNAAM56H312628 and City Tag No. 01797, declaring it as surplus, obsolete, unneeded and unfit for public use and authorizing its disposal.

**Discussion:** None.

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

10. Motion made by Mr. Vanni, seconded by Ms. Antosh authorizing a liquor permit to Speedway LLC, 31000 Vine St., Willowick, Ohio 44095.

**Discussion:** Mr. Phares inquired if Speedway already had a prior permit. Mayor Regovich stated they did and it's possibly a renewal or in anticipation for the building next to them that they have purchased.

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

11. Motion made by Ms. Antosh, seconded by Mr. Vanni authorizing the expenditure to Danny Nida in the amount of \$15,740.00 for the refund of escrowed insurance proceeds for the fire at 267 East. 285th Street.

**Discussion:** None.

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

12. Motion made by Ms. Antosh, seconded by Mr. Vanni authorizing the expenditure to Daniel Austin in the amount of \$10,292.82 for the refund of escrowed insurance proceeds for the fire at 29241 Barjode Road.

**Discussion:** None.

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

13. Motion made by Mr. Malta, seconded by Ms. Bisbee to authorize the Mayor to enter into a contract with Super Games for \$11,350.00 for the Recreation Winter Wonderland Holiday event.

**Discussion:** None.

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

14. Motion made by Mr. Vanni, seconded by Ms. Antosh to authorize the Mayor to exercise the option to renew the City's contract with Ameriscape Land Design Inc. for grass cutting for year 2022, only.

**Discussion:** None.

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

## PUBLIC PARTICIPATION

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

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

Phil Detering, 469 Bayridge Blvd. inquired if everyone in the City can own chickens and have as many as they want. Ms. Langraf stated that is the status before and after the vote as there was no Ordinance regulating chickens before.

Frank McCarty, 468 E. 328th St., wanted to provide information for the Mayor, Council President and Council members to view in reference to steamboat disasters. Council Clerk Trend accepted the information and will provide copies to Council.

**ADJOURNMENT**

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

**Discussion:** None.

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

Meeting adjourned at 8:13 p.m.

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PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

## Office of the Mayor

# Proclamation



hereas:

**Marge Yonchak**, a 67 year Willowick resident being recognized as a centenarian for reaching the age of 100 years old;

**WHEREAS, Marge Yonchak**, was born on October 22, 1921, being one of 10 children born to her parents, and grew up in Smock, Pennsylvania before moving to Cleveland at the age of 19, and;

**WHEREAS, Marge Yonchak**, married George Yonchak on January 27<sup>th</sup>, 1945 and had two children, Bernadette and Andrea, who blessed them with four grandchildren and four great-grandchildren, and;

**WHEREAS, Marge Yonchak**, worked at Walgreens, National Screw and lastly Curtis Industries before retiring in 1985, and;

**WHEREAS, Marge Yonchak**, is the first person in her family to have reached the milestone of 100 years old.

I, Mayor Richard J. Regovich, do hereby extend to **Marge Yonchak** my sincere congratulations for a long life that has been well lived and wish her continued health in the coming years.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal of the City of Willowick to be affixed this 19<sup>th</sup> day of October, 2021.



**MAYOR RICHARD J. REGOVICH**  
CITY OF WILLOWICK



# Office of the Mayor

# Proclamation



hereas:

## RECOGNIZING NOVEMBER AS FAMILY COURT AWARENESS MONTH

**WHEREAS**, the mission at One Mom's Battle (OMB) and the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

**WHEREAS**, the mission at the FCAMC is to increase awareness on the importance of education and training on domestic violence, childhood trauma and post separation abuse for all professionals working within the family court system, and;

**WHEREAS**, the mission at the FCAMC is to educate judges and other family court professionals on the empirical data and research that is currently available. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACE) Study (CDC-Kaiser Permanente), Saunder's Study (Us Department of Justice), The Meier Study: Child Custody Outcomes in Cases Involving Abuse Allegations, and the Santa Clara Law Study (Confronting the Challenge of High-Conflict Personality in Family Court), and;

**WHEREAS**, the mission at the FCAMC is fueled by the desire for awareness and change in the family court system while honoring the 800(+) children who have been murdered by separating or divorcing parents, and;

**NOW, THEREFORE**, I, Richard J. Regovich, Mayor of Willowick, do hereby proclaim the month of November as  
**FAMILY COURT AWARENESS MONTH**



**TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal of the City of Willowick to be affixed this 19<sup>th</sup> day of October, 2021.

MAYOR, RICHARD J. REGOVICH  
CITY OF WILLOWICK

## ADMINISTRATIVE APPEAL ORDER NO. 2021-25

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 8 FT. TO ALLOW A  
GROUND SIGN ALREADY INSTALLED TO REMAIN 2' FROM THE SIDEWALK IN THE  
APPLICATION OF SECTION 1349.08(d)(4) OF THE CODIFIED ORDINANCES IN BOARD  
OF ZONING APPEALS

CASE 21-520  
21250 LAKELAND LLC  
FINISH LINE CAR WASH  
32701 VINE ST.

WHEREAS, at its meeting of July 14, 2021, the Board of Zoning Appeals, in Case No. 21-520, heard the appeal of Finish Line Car Wash for the requested variance and has recommended to Council that the variance to Section 1349.08(d)(4) 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 1349.08(d)(4) of the Codified Ordinances is hereby \_\_\_\_\_.

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

PASSED: \_\_\_\_\_ 2021 \_\_\_\_\_  
President of Council

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

## ADMINISTRATIVE APPEAL ORDER NO. 2021-36

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 4" OWNER  
CONSTRUCTED A SWIMMING POOL DECK 32" FROM THE PROPERTY LINE  
WITHOUT PERMIT OR APPROVAL IN THE APPLICATION OF SECTION 1339.13(d) OF  
THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-529  
TITO CORRAL  
323 BLISSFIELD

WHEREAS, at its meeting of October 13, 2021, the Board of Zoning Appeals, in Case No. 21-529, heard the appeal of Tito Corral for the requested variance and has recommended to Council that the variance to Section 1339.13(d) 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 1339.13(d) of the Codified Ordinances is hereby \_\_\_\_\_.

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

PASSED: \_\_\_\_\_ 2021 \_\_\_\_\_  
President of Council

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

## ADMINISTRATIVE APPEAL ORDER NO. 2021-37

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 24 SQ. FT. TO BUILD A 600  
SQ. FT. GARAGE IN THE APPLICATION OF SECTION 1163.07 OF THE CODIFIED  
ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-530  
THOMAS STEIMLE  
285 E. 327 ST.

WHEREAS, at its meeting of October 13, 2021, the Board of Zoning Appeals, in Case No. 21-530, heard the appeal of Thomas Steimle for the requested variance and has recommended to Council that the variance to Section 1163.07 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 1163.07 of the Codified Ordinances is hereby \_\_\_\_\_.

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

PASSED: \_\_\_\_\_ 2021 \_\_\_\_\_  
President of Council

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

## ADMINISTRATIVE APPEAL ORDER NO. 2021-38

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 1' 9" SIDE YARD FOR GARAGE TO BE 8' 3" FROM THE NEIGHBOR SHED IN THE APPLICATION OF SECTION 1163.07 OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-530  
THOMAS STEIMLE  
285 E. 327 ST.

WHEREAS, at its meeting of October 13, 2021, the Board of Zoning Appeals, in Case No. 21-530, heard the appeal of Thomas Steimle for the requested variance and has recommended to Council that the variance to Section 1163.07 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 1163.07 of the Codified Ordinances is hereby \_\_\_\_\_.

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

PASSED: \_\_\_\_\_ 2021 \_\_\_\_\_  
President of Council

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



## RESOLUTION NO. 2021-32

### A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE TECHNICAL PROPOSAL SUBMITTED BY ENVIRONMENTAL DESIGN GROUP FOR THE WILLOWICK LAKEFRONT CONNECTIVITY AND DOWNTOWN REDEVELOPMENT PLAN, AND EXECUTE ALL AGREEMENTS PURSUANT THERETO, AND DECLARING AN EMERGENCY.

**WHEREAS**, City has pursued and obtained grant funding and support for the design of programs and projects to create transportation alternatives to and from the City's Lake Erie waterfront, otherwise known as the Willowick Lakefront Connectivity and Downtown Redevelopment Plan; and

**WHEREAS**, in order to carry out said redevelopment plan, certain professional developing and planning services are required in order to commence the next phase of the implementation process.

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

**Section 1.** That the Mayor of the City of Willowick, Ohio, is hereby authorized to accept the technical proposal submitted by Environmental Design Group dated October 11, 2021, attached hereto as Exhibit A, and made a part hereof, for the Willowick Lakefront Connectivity and Downtown Redevelopment Plan.

**Section 2.** That the Mayor is further authorized to execute any and all additional documents and forms necessary, consistent with the terms and conditions, to implement said proposal.

**Section 3.** 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 4.** 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 take 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

\_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2021

ATTEST: \_\_\_\_\_  
Angela Trend, Clerk of Council



October 11, 2021 (Revised October 13, 2021)

Mayor Rich Regovich  
City of Willowick  
VIA EMAIL

**RE: City of Willowick – Economic Development and Planning Services  
Environmental Design Group Job No. 17-00375-06P**

Dear Mayor Regovich,

Environmental Design Group is pleased to submit our proposal for the above-referenced professional services. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for the City of Willowick (Client) and for Environmental Design Group.

## SCOPE OF SERVICES

### Task 1 – Economic Development and Planning Services

As requested by the Client, Environmental Design Group will provide general services to assist the City and staff with economic development and planning. These services may include, but are not limited to, activities such as:

- Grant applications
- Attend in-person meetings, conference calls and/or conferences, including any associated meeting or travel expenses and associated conference registrations
- Preparation of meeting materials and/or meeting recaps
- General project management and/or coordination
- Marketing materials/fliers/brochures/posters
- Base mapping & GIS services
- Site droning
- Graphic renderings

## COMPENSATION

For and in consideration of the above-referenced services, Environmental Design Group will invoice the City of Willowick on a time and materials basis not-to-exceed **Nine Thousand Nine Hundred Ninety Dollars and No Cents (\$9,990.00)**.

The above fee will apply for one year from acceptance of this agreement. If the work is not completed during that period, the agreement may be subject to renegotiation.

## ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of

#### CORPORATE

450 Grant Street / Akron, OH 44311

**P** 330.375.1390 / **F** 330.375.1590

**TF** 800.835.1390

#### CLEVELAND OFFICE

2800 Euclid Avenue, Suite 620

Cleveland, Ohio 44115

#### COLUMBUS OFFICE

88 East Broad Street, Suite 880

Columbus, Ohio 43215

[envdesigngroup.com](http://envdesigngroup.com)

Environmental Design Group and the client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide engineering and surveying data and other existing information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed upon scope of services. It supersedes any other previous requests, discussions, or versions including request for proposals or other owner-initiated scope documents.
5. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
6. Opinions of construction cost or estimates of construction cost prepared by Environmental Design Group under this agreement are just that. Environmental Design Group does not warrant or guarantee that the project can be constructed for those amounts and the Client agrees that Environmental Design Group cannot be held liable for any discrepancies between bid costs and our opinions or estimates.
7. The scope of work contained in this proposal is for conceptual-level work, it does not include any specific engineering analysis or work that can be construed as detailed design or construction documents. In addition, site conditions will be evaluated from a master plan conceptual perspective; we will not be conducting formal environmental, ecological, geotechnical, survey, or other site or infrastructure assessments. Any work in these areas will be general observations only.
8. Environmental Design Group offers professional services and will work to accomplish the client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project, but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory processes.
9. Environmental Design Group will assist the City in preparing an accurate and complete application. The City acknowledges that the success of the application is solely dependent on ranking and decision of the application submitted and therefore does not hold Environmental Design Group liable for the outcome of the application.
10. We cannot anticipate poor weather. We will not be able to fly the drone under poor weather conditions including temperatures below 40 degrees F, winds over 12 MPH, rainy conditions, or after sunset. If weather delays our original date, we will attempt to find an alternate date and time to fly the route. If an alternate date cannot be found, then the fee will be reduced from the task.

## LIMITATION OF LIABILITY

Environmental Design Group warrants that it has workers' compensation coverage, and professional liability and such coverage under public liability and properties damage insurance

policies as it deems to be adequate. Certificates of all such policies of insurance shall be provided to you upon request in writing. To the extent that it is lawful to do so, the Client hereby expressly waives and releases any cause of action or right of recovery which you may have hereafter against Environmental Design Group for any loss or damage to subject premises caused by fire, explosion or any other risk which may arise during our performance of services hereunder and which is covered by insurance.

Environmental Design Group's work being performed, and Environmental Design Group's findings and conclusions are for the benefit of the Client and appropriate regulatory agencies and are not to be relied upon by any other parties. A party's failure or delay to require strict performance on any provision of this agreement shall not be considered a waiver or deprive such party of the right to insist upon strict adherence to that term or other terms of this agreement.

## STANDARD OF CARE

Services performed by Environmental Design Group under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by firms similar to Environmental Design Group which are currently providing similar services in the same geographical area.

Client recognizes that subsurface conditions or other field conditions may vary from those encountered at locations where borings, surveys or other observations are made by Environmental Design Group and that the data interpretations and recommendations by Environmental Design Group are based solely on information available to Environmental Design Group.

Environmental Design Group will be responsible for those data interpretations and recommendations but shall not be responsible for any interpretations by others of the information developed.

## INVOICING PROCEDURES AND TERMS

Invoices will be submitted monthly based on the amount of work actually completed. If the client fails to make any payment due Environmental Design Group within thirty (30) days after receipt of Environmental Design Group's invoice, the amounts due Environmental Design Group will include a charge at the rate of 1% per month from said thirtieth day. In addition, Environmental Design Group may suspend services under this Agreement until all outstanding invoices have been paid in full plus accrued interest.

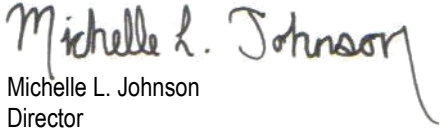
The attached Exhibit A – Standard Provisions of Agreement – is a part of this agreement and is binding on the client.

## PROJECT INITIATION PROCEDURES

If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by signing and returning one copy of this letter to us. If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at 330-375-1390 or [mjohnson@envdesigngroup.com](mailto:mjohnson@envdesigngroup.com).

We look forward to working with you.

Sincerely,

  
Michelle L. Johnson  
Director

ACCEPTED: **City of Willowick**

By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

Clients Designated Representative: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

**Invoicing Procedures:**

In an effort to continue to provide an easy and effective method for communicating, we will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the information you require. Please provide the following information:

AP Contact \_\_\_\_\_

AP Email \_\_\_\_\_

AP Phone \_\_\_\_\_

Email an additional copy of the Invoice to:

1. \_\_\_\_\_

2. \_\_\_\_\_

## **EXHIBIT A STANDARD PROVISIONS OF AGREEMENT FISCAL YEAR 2021**

Client and Environmental Design Group, LLC (Consultant) agree that the following provisions shall be part of their agreement:

1. This Agreement will be binding upon the heirs, executors, administrators, successors and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
2. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
3. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant, of this Agreement is held by a court of competent jurisdiction to be invalid, void or not enforceable, the remaining provisions of this agreement will be valid and binding on Client and Consultant.
6. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
7. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
8. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications or other documents and/or field work required by one or more governmental agency, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, or rise in the cost of living, during the

*The community impact people.*

lifetime of this agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this Agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed, damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

9. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for interpretational differences or fluctuations. Estimates of areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of Contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions unless specifically included in writing in this Agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
10. What may be referred to as a *cost estimate* or *engineer's estimate* as made by Consultant herein or in other correspondence regarding the Project shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
11. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
12. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this Agreement. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings,



or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies.

13. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
14. This agreement may be terminated by either party by thirty (30) days' written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has a right to complete all services agreed to be rendered pursuant to this agreement. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project through the date of termination.
15. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes.
16. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, and that such services will be performed by others. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.
17. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.
18. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within twenty (20) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.
19. If client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant will have the right to consider such default in payment a material breach of this Agreement. Consultant may, upon written notice to Client, immediately terminate this Agreement. In such event, Client will immediately pay Consultant for all fees, charges and services provided through the date of termination. Alternately, the Consultant may choose not to terminate this Agreement but to suspend work until the account is brought current including accrued interest. In such event, the Client will bear any and all additional costs resulting from suspension of work including but not limited to

increases to the stated fee as a result of inflation, promotions or other causes and/or additional fees incurred by Consultant as a result of changes necessitated by governmental agencies or other approving authorities.

20. Client and Consultant agree that they will first try to resolve any claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement via good faith negotiations. If negotiations prove unsuccessful, Client and Consultant further agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
21. The work is being conducted and the report prepared for the sole use of the Client and represents a professional opinion based on the information available to Consultant at the time of the investigation and report.

Assignment of reliance to third-parties can be made, however this will be considered an additional service. Such letters of reliance may be provided on a case-by-case basis as requested. It is further understood that the scope, terms and conditions under which this report was originally prepared apply to any and all third-party recipients.

**RESOLUTION NO. 2021 - 33****A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)  
TO ADLER TEAM SPORTS IN THE AMOUNT OF \$6,311.60, FOR THE CITY OF  
WILLOWICK, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Ohio Revised Code 5705.41(D)(1) provides that if prior certification of funds by the Fiscal Officer was not obtained before the contract or order involving the expenditure of money was made, then the Fiscal Officer may instead certify; and

**WHEREAS**, that there was at the time of the making of such contract or order and at the time of the execution of such certificate, a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund, free from any previous encumbrances; and

**WHEREAS**, the Fiscal Officer is accordingly certifying that there were appropriations available and funds in the treasury or in the process of collection at the time the contract or order was made (then), and there are still sufficient appropriations and funds in the treasury or in the process of collection at the time the certificate is being issued (now); and

**WHEREAS**, the amount of the certificate exceeds \$3,000.00.

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

**Section 1.** It is hereby certified that both at the time of the making of the attached contract(s) or order(s) and at the date of execution of this certificate, the amount of funds required to pay this contract(s) or order(s) has been appropriated for the purpose of this contract or order, attached hereto, and is in the treasurer or in the process of collection to the credit of the fund free from any previous encumbrances.

**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 so that the certificate meets the timeliness requirement of the Ohio State Auditor; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

**PASSED:** \_\_\_\_\_, 2021

\_\_\_\_\_  
**Robert Patton, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2021

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2021

**ATTEST:**

\_\_\_\_\_  
**Angela Trend, Clerk of Council**

\_\_\_\_\_  
**Richard J. Regovich, Mayor**

*Item #9.*

PO #

Name	Amount
Adler Team Sports	\$ 6,311.60

City of Willowick
Recreation Department

**SALES ORDER** 143143[illegible]

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**23780 Lakeland Blvd.**

**Euclid, Ohio 44132**

**PHONE: (216) 289-2254**

**FAX: (216) 289-6392**

E-mail: [adlersteamsports@sbcglobal.net](mailto:adlersteamsports@sbcglobal.net)

Website: [www.coachesonly.com](http://www.coachesonly.com)

Quote Order

Customer Acct No.	Customer P.O. No.
Bill To: <i>W. H. Nowicki</i>	

Ship To:	

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101.3035454  
2680.75

Sub Total	
Shipping Handling	
Sales Tax	

Notes:

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143644

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Delivery Date

Salesman



## TEAM SPORTS

**23780 Lakeland Blvd.**

Euclid, Ohio 44132

**PHONE: (216) 289-2254**

**FAX: (216) 289-6392**

E-mail: [adlersteamsports@sbcglobal.net](mailto:adlersteamsports@sbcglobal.net)

Website: [www.coachesonly.com](http://www.coachesonly.com)

Quote Order

Order

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Del.

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P/U

UPS  
CC

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Ship

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Freight	PPD	ADD	Terms	C.O.D.	Net 30 Day	Dating Due

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Page 31

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Sales Tax	
Total	

*Item #9.*





143187



Euclid, Ohio 44132

**FAX: (216) 289-6392**

Fax: (210) 200-0007  
all.adlersteamsports@sbcglobal.net

Web site: [www.coachesonly.com](http://www.coachesonly.com)

Website: [www.coachessonly.com](http://www.coachessonly.com)

Ship To: \_\_\_\_\_

Ship Via

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**Quote**

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Sub Total	
Shipping Handling	
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Total	

Order Authorized By: \_\_\_\_\_

Order Received By: \_\_\_\_\_



143199



Euclid, Ohio 44132

FAX: (216) 289-6392

Website: [www.coachesonly.com](http://www.coachesonly.com)

Ship To: *Camp Base 100's*

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Quote Order

Seq	Item No.	Mfg. No.	Description	Com. Code	Qty. Ord.	Unit Price	Extended Price
	N5	G220	Manoon Tank TOPS 8m-6L-3XL		17	8 <sup>50</sup>	1445 <sup>0</sup>
	1		<del>Manoon</del> Counselor TS Hiw.		51	525	2677 <sup>2</sup>
	4309007		1c Imprint Front + Back		136	+	X
	N5		Fanny Packs Royal		120	6 <sup>50</sup>	780 <sup>-</sup>
	4309007		1c Imprint		120	+	X
							1192 <sup>5</sup>
			Hiw 8m-6L-3XL				
			Asyl 8m-6L-3XL				
			Royal 8m-6L-3XL				

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Shipping Handling	
Sales Tax	
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Order Authorized By: \_\_\_\_\_

Order Received By: \_\_\_\_\_



## SALES ORDER 143142

Order Date	Date Required	Delivery Date	Salesman

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Freight	PPD.	ADD	Terms	C.O.D.	Net 30 Day	Billing Due

Hold For P.O. No.	<input type="text" value="Y"/>	<input type="text" value="N"/>	Bill Complete	<input type="text" value="Y"/>	<input type="text" value="N"/>
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Quote Order



**23780 Lakeland Blvd.**  
**Euclid, Ohio 44132**  
**PHONE: (216) 289-2254**  
**FAX: (216) 289-6392**  
**E-mail: [adlersteamsports@socglobal.net](mailto:adlersteamsports@socglobal.net)**  
**Website: [www.coachesonly.com](http://www.coachesonly.com)**

Customer Acct. No.	Customer P.O. No.
Bill To: W. Howick Rec	

Ship To:

[illegible]





Customer  
Acct. No.Customer  
P.O. No.

Bill

To:

Willowick Rec



TEAM SPORTS

23780 Lakeland Blvd.

Euclid, Ohio 44132

PHONE: (216) 289-2254

FAX: (216) 289-6392

E-mail: adlerteamsports@sbcglobal.net

Website: www.coachesonly.com

Ship

To:

## SALES ORDER 147219

Order Date

Date Required

Delivery Date

Salesman

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Order

Quote

Seq

Item No.

Mfg. No.

Description

Extended

Unit

Qty.

Com.

Code

Ord.

Price

Price

B. Helms

101 3035459

830

830

Notes:

Order Authorized By:

Order Received By:

Sub Total

Shipping

Handling

Sales

Tax

Total

Item #9.



## 144083



**23780 Lakeland Blvd.**  
**Euclid, Ohio 44132**  
**PHONE: (216) 289-2254**  
**FAX: (216) 289-6392**  
**E-mail: [adlersteamsports@sbcglobal.net](mailto:adlersteamsports@sbcglobal.net)**  
**Website: [www.coachesonly.com](http://www.coachesonly.com)**

Customer Acct. No.	Customer P.O. No.
Bill To: City of Willowick ,	

Ship To:	

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Quote Order

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Page 41

Notes: \_\_\_\_\_

Order Authorized By: \_\_\_\_\_ Order Received By: \_\_\_\_\_

143671



**23780 Lakeland Blvd.**

Euclid, Ohio 44132

**PHONE: (216) 289-2254**

**FAX: (216) 289-6392**

E-mail: [adiersteamports@sbcglobal.net](mailto:adiersteamports@sbcglobal.net)

Website: [www.coachesonly.com](http://www.coachesonly.com)

**Quote**

**Order**

Order

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**Z**

**Y**

Bill Complete

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Hold For  
P.O. No.

Order

Quote

Customer Acct. No.	Customer P.O. No.
Bill To: <i>W. H. Duck Dec</i>	

Ship To:

[illegible]





Salt, Road Safety  
24950 Country Club Blvd, Suite 450  
North Olmsted, OH 44070

Wednesday, October 13, 2021

Billing Information		Shipping Information	*Contact Information	
Name	City of Willowick		Attn:	Todd Shannon
Account Number				
Address 1	31230 Vine St.		Phone	440-585-0963
City State Zip	Willowick, Ohio 44095		Mobile	
County	Lake		e-mail	<a href="mailto:tshannon@cityofwillowick.com">tshannon@cityofwillowick.com</a>

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your SALT BRINE needs for the 2019/2020 season.

**Price Basis Per Gallon**

Product	Pickup	Delivered* (4,000 gallon minimum)	Estimated Volume	Terminal
110004255- Enhanced Ca Cl Brine	\$0.20/GAL	\$0.58/GAL	50,000 gal	1ACY – Akron OH
*Delivered price is subject to a fuel surcharge. Applicable fuel surcharge rates may be applied to Buyers account at the time of shipment.				

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN FIFTEEN (15) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258).

**TERMS AND CONDITIONS –**

- Provided this Price Quote Letter is signed and returned within fifteen (15) business days from the Date, Cargill agrees to hold the quoted prices firm from October 13, 2021 through April 30, 2022. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- The Estimated Volume figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Volume. Cargill is not obligated to sell Customer any quantity of the Estimated Volume.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s)

Payment Terms	NET 30	Credit Limit	-----
PAYMENT TERMS AND CREDIT LIMIT ARE SUBJECT TO CHANGE.			

**Thank you for the opportunity to be of service. We are looking forward to supplying your brine needs.**

<b>Cargill, Incorporated Salt, Road Safety Unit</b>  Tony DiPietro District Manager Cargill Road Safety 440-716-4712 <a href="mailto:Tony_dipietro@cargill.com">Tony_dipietro@cargill.com</a>	<b>Accepted</b>
	Signature:
	Name:
	Title:
	e-mail:



Salt, Road Safety  
24950 Country Club Blvd, Suite 450  
North Olmsted, OH 44070

**Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.**

Billing Information			Shipping Information	
Name:				
DBA (if applicable)				
Address 1				
Address 2				
City State Zip				
County				
Attn:				
Phone		Fax		e-mail:

**TERMS AND CONDITIONS OF SALES**

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date on invoice for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs. Seller will notify Buyer of any additional charges before shipping.

8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. **ASSIGNMENT.** The rights and obligations under this quote are not assignable by either party unless in writing and signed by both.

12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing.