



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, April 16, 2024 at 7:30 PM
City Council Chambers

ADA NOTICE

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

AGENDA

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

1. Motion to Approve the Minutes of the April 2, 2024, Regular Council Meeting

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

2. Proclamation Honoring Detective Steven Fellingner

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Recreation Director – Julie Kless

City Engineer – Tim McLaughlin

Finance Director – Cheryl Benedict

Law Director – Stephanie Landgraf

Police Chief – Rob Daubenmire

Fire Chief – Bill Malovrh

Chief Housing/Zoning Inspector – Sean Brennan

WARD MATTERS

PUBLIC PARTICIPATION

- a) *Public statement (1 minute maximum)*
- b) *Council response to the public*
- c) *Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

REPORTS OF STANDING COMMITTEES

- Finance** – Bisbee, Mohorcic, Antosh
- Safety** – Phares, Malta, McFarland
- Service, Utilities & Public Lands** – Malta, Phares, McFarland
- Streets, Sidewalks & Sewers** – Mohorcic, Bisbee, Malta
- Tax Compliance** – Koudela, Antosh, McFarland
- Moral Claims** – Antosh, Phares, Koudela
- Budget** – Mohorcic, Koudela, Bisbee

LIAISON REPORTS

- Planning** – Phares/Alternate Antosh
- Board of Zoning Appeals** – McFarland/Alternate Koudela
- Volunteer Fire Fighters' Dependents Fund Board** – Antosh, Phares
- Recreation Board** – Bisbee/Alternate Phares
- Plan Review Board** – Antosh

FUND TRANSFERS & BID AUTHORIZATIONS**CONTRACT APPROVALS****INTRODUCTION & CONSIDERATION OF LEGISLATION****3. Resolution No. 2024-12**

A Resolution of the Council of the City of Willowick Naming the City Swimming Pool at 30100 Arnold Drive, the Martin E. Guzauskas Pool at Manry Park

1st Reading 3/19/2024; 2nd Reading 4/2/2024; 3rd Reading 4/16/2024

4. Resolution No. 2024-21

A Resolution Authorizing the Mayor of the City of Willowick to Enter into an Agreement with Locality Media, Inc., DBA First Due for the Provision of Fire Reporting Systems in the Fire Department and Declaring an Emergency

5. Resolution No. 2024-22

A Resolution Authorizing the Advance of Funds from the General Fund (101) to the Community Development Block Grant Fund (224) and Declaring an Emergency

6. Resolution No. 2024-23

A Resolution Authorizing the Advance of Funds form the General Fund (101) to the East 305th Street Sanitary Sewer Improvement Fund (433) and Declaring an Emergency

7. Resolution No. 2024-24

A Resolution Accepting Community Development Block Grant Funds form the Board of Lake County Commissioners, Lake County, Ohio, for the Replacement of a Generator at the Willowick Senior Center, Authorizing the Mayor to Execute all Necessary Agreements Relating Thereto, and Declaring an Emergency

8. Resolution No. 2024-25

A Resolution Accepting the Community Development Block Grant Funds from the Board of Lake County Commissioners, Lake County, Ohio, for the Replacement of Curb Ramps in the Vine Street Corridor, Authorizing the Mayor to Execute All Necessary Agreements Relating Thereto, and Declaring an Emergency

9. Ordinance No. 2024-16

An Ordinance Amending Chapters 141 of the Codified Ordinances of the City of Willowick, Ohio, titled "Division of Fire;" Specifically Section 141.01 titled "Composition; Rank"

1st Reading 3/19/2024; 2nd Reading 4/2/2024; 3rd Reading 4/16/2024

10. Ordinance No. 2024-18

An Ordinance Enacting Codified Ordinance 141.02 titled, "Chief of the Division of Fire"

1st Reading 3/19/2024; 2nd Reading 4/2/2024; 3rd Reading 4/16/2024

11. Ordinance No. 2024-21

An Ordinance Enacting Codified Ordinance 142.08 titled "Assistant Fire Chief"

12. Ordinance No. 2024-22

An Ordinance Establishing the Compensation of the Position of Assistant Fire Chief, and Declaring an Emergency

13. Ordinance No. 2024-23

An Ordinance Amending Ordinance 2024-13 to Provide for Additional Appropriations from the General Fund (101); Street Construction Maintenance & Repair Fund (202); Fire Emergency Rescue Fund (208); Street Improvement Levy Fund (213); Community Development Block Grant Fund (224); Fire Loss Claims Fund (241); Fairway Storm Sewer Improvement Fund (432); E. 305th Street Sewer Improvement Fund (433); for Current Expenses and Other Expenditures of the City of Willowick, State of Ohio, During the Calendar Year Ending December 31, 2024 and Declaring an Emergency

MISCELLANEOUS

14. Motion Requesting Council to Approve the Recommendation of Planning Commission for Hairline Redesigned to be Located in Pat's Hair World at 32417 Vine Street, Willowick, Ohio

15. Motion Authorizing the Expenditure of Funds to Royal Heating and Air Conditioning in the Amount of \$10,224.00 for a Three (3) Tone Mini Split Heating and Air Conditioning System for Police Dispatch Area

- [16.](#) Motion Authorizing the Expenditure of Funds to Comfort Control Systems in the Amount of \$24,553.00 for New Furnace and Air Conditioning Unit for the Senior Center Lobby/Bathroom Zone
17. Motion to Approve the Proposed Findings and Conclusions of Fact in Administrative Appeals Nos. 2024-1 and 2024-2
18. Motion Authorizing the Service Director to Prepare Bid Specifications and Advertise for the Furnishing of Services for the Collection and Disposal of Garbage, Recycling and Yard Waste for the City of Willowick to Commence February 1, 2025
19. Motion Authorizing an Upgrade with Spectrum for the Internet Speed at the Municipal Complex to 600x35, Maintaining the Current 13 Static IP Addresses for \$199.99 Per Month
20. Motion to Approve the Application of Jay Adhya Shakti, Inc., DBA Palumbo Beverage & Deli, LLC., for a Liquor Permit, Without Objection
- [21.](#) Motion Authorizing an Expenditure to Classic Ford in the Amount of \$31,320.00 for the Purchase of a 2024 Bronco Sport for the Fire Department
22. Motion Granting Authorization for Dawn Snyder to Approve Purchase Orders During the Finance Director's Absence from the City from April 22, 2024, to April 29, 2024
23. A Motion Authorizing CT Consultants to Develop Bid and Contract Documents, Advertise and Obtain Bids, and Provide Construction Administration Service for the Community Center Generator Project for a Fee Not to Exceed \$10,500.00 in Accordance with the Agreement for Engineering Services

PUBLIC PARTICIPATION

OTHER BUSINESS

ADJOURNMENT

RESOLUTION NO. 2024-12

A RESOLUTION OF THE COUNCIL OF THE CITY OF WILLOWICK NAMING THE CITY SWIMMING POOL AT 30100 ARNOLD DRIVE THE MARTIN E. GUZAUSKAS POOL AT MANRY PARK.

WHEREAS, Martin (“Marty”) E. Guzauskas served the City of Willowick and its residents with dedication, enthusiasm, and distinction for 46 years, and

WHEREAS, Marty demonstrated a lifelong commitment to the City of Willowick’s aquatic programs, development of lifesaving skills, pools, and recreational and organized swim programs first as a lifeguard from 1977 to 1997, as Pool Manager from 1997 to 2002, and finally as the Willowick Aquatics Director from 2002 to 2021.

WHEREAS, Marty passed away after a courageous battle with cancer on July 2, 2022.

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

SECTION 1. That the City of Willowick pool located at 30100 Arnold Drive shall hereafter be named the “Martin E. Guzauskas Pool at Manry Park”

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

PASSED: _____, 2024

Monica Koudela, President of Council

Submitted to the Mayor for approval on _____, 2024

Approved by the Mayor on _____, 2024

ATTEST:

Christine Morgan, Clerk of Council

Michael J. Vanni, Mayor

RESOLUTION NO. 2024-21

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO AN AGREEMENT WITH LOCALITY MEDIA, INC. DBA FIRST DUE FOR THE PROVISION OF FIRE REPORTING SYSTEMS IN THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick Fire Department’s current fire reporting system provider is being discontinued as of December 2024;

WHEREAS, the City of Willowick Fire Department is required to prepare reports for each EMS and fire service call to which they are dispatched under State of Ohio reporting requirements; and

WHEREAS, the City of Willowick Fire Department has determined that Locality Media, Inc. DBA First Due, 107 Seventh St., Garden City, NY 11530, provides the required reporting systems needed in the Fire Department at a comparable or similar cost to their current provider in the State of Ohio.

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

Section 1. That the Mayor of the City of Willowick is hereby authorized to enter into a written Agreement with Locality Media, Inc. DBA First Due for the provision of Fire Reporting Systems in the Fire Department, in a form substantially similar to the agreement annexed as Exhibit A and incorporated herein, and to execute all documentation necessary to formalize the validity and implementation of said Agreement.

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

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

PASSED: _____, 2024

Monica Koudela, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2024

APPROVED by the Mayor on
_____, 2024

ATTEST:

Christine Morgan, Clerk of Council

Michael J. Vanni, Mayor



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **April 30, 2024** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Willowick Fire Department** located at **30435 Lake Shore Blvd, Willowick, OH 44095** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer for the sole purpose of providing the service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible

to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").

5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After this Initial Term, this Agreement may be renewed for successive terms of 12 months each (a "Renewal Term"), upon at least 60 days' notice by the Customer. The Agreement is subject to the right of either party to cancel at any time with at least 60 days' notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **4%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable

care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and

performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. Reserved.
17. Such indemnification under Sections 15 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has meaningful input and participate in all defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. Reserved.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____

b. **Tax Exempt** _____ (Yes/No)

If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

Willowick Fire Department

By: Andreas Huber

By: _____

Name: Andreas Huber

Name: _____

Title: President & CEO

Title: _____

Date: Apr 08 2024 10:48 PDT

Date: _____



Locality Media, Inc. dba First Due
 107 Seventh St
 Garden City, NY 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Exhibit A - Quote
 Prepared By: Jason Capatske
 Valid Until: May 31, 2024
 Quote Number: 1545132000251590664

BILL TO:

Tom Henry
 Willowick Fire Department
 30435 Lake Shore Blvd
 Willowick, OH 44095

Account: Willowick Fire Department
Subscription Start: April 30, 2024
Initial Term: 12 months
Annual Subscription: \$22,700.00

Product Details	Total
<p>Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.</p>	
<p>Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.</p>	
<p>Hydrant Management – Advanced Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.</p>	
<p>Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.</p>	
<p>Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.</p>	
<p>Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.</p>	
<p>Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.</p>	
<p>Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.</p>	
<p>Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.</p>	
<p>Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.</p>	
<p>Exposure Tracking Allows for the capture of all necessary personnel exposure information linked to Incidents, Training, Events and other activities.</p>	
<p>Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.</p>	
<p>CAD Integration Automated importing of CAD calls via XML, Database Connector or API.</p>	

Essentials Online Training Package

4 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 5,800.00
Subscription Fees Subtotal	\$ 22,700.00
Grand Total	\$ 28,500.00

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due
 107 Seventh St
 Garden City, NY 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Statement of Work
 For Quote Number: 1545132000251590664

Statement of Work | Willowick Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Willowick Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

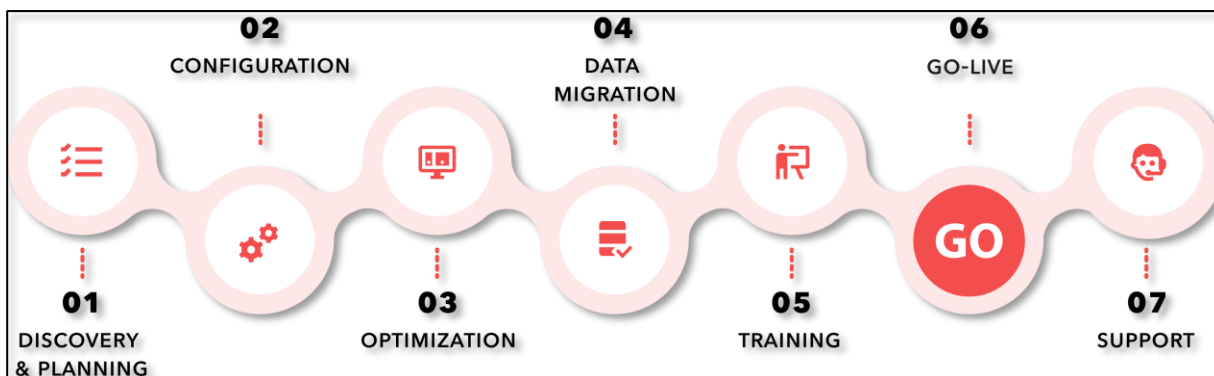
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Locality Media, Inc.

2 Business name/disregarded entity name, if different from above
First Due

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see Instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See Instructions.
107 7th Street

6 City, state, and ZIP code
Garden City, NY 11530

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
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or

Employer identification number

8	1	-	1	3	8	8	0	6	2
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Andreas Huber* Date ▶ Jan 02 2024 08:32 PST

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

RESOLUTION NO. 2024 - 22**A RESOLUTION AUTHORIZING THE ADVANCE OF FUNDS FROM THE GENERAL FUND (101) TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND (224) AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Willowick has obtained grants from the Community Development Block Grant program; and

WHEREAS, the City has established by Ordinance Fund 224, the Community Development Block Grant Fund, to account for funds received and expended from such grants; and

WHEREAS, the nature of the Community Development Block Grant program requires the City to expend funds and make application for reimbursement for proper expenditures; and

WHEREAS, it is necessary for the City to advance funds from the General Fund to the Community Development Block Grant Fund to begin funding certain projects.

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

Section 1. The Council hereby authorizes the Finance Director to advance \$249,500.00 from the General Fund (101) to the Community Development Block Grant Fund (224).

Section 2. That Council hereby directs the Finance Director to return the advanced funds from the Community Development Block Grant Fund (224) to the General Fund (101) at the earliest time practical.

Section 3. All formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and 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 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick in that it will enable the City to begin the improvements immediately and meet the requirements of the grants.

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

Adopted by Council: _____, 2024

Approved by:

Monica Koudela
President of Council

Approved by Mayor: _____, 2024

Michael J. Vanni
Mayor

ATTEST:

Christine Morgan, Clerk of Council

RESOLUTION NO. 2024-23

A RESOLUTION AUTHORIZING THE ADVANCE OF FUNDS FROM THE GENERAL FUND (101) TO THE EAST 305TH STREET SANITARY SEWER IMPROVEMENT FUND (433) AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick has applied for funding from the Ohio Public Works Commission; and

WHEREAS, the City has established by Ordinance, Fund 433, named the East 305TH Street Sanitary Sewer Improvement Fund, to account for funds received and expended relating to such improvements; and

WHEREAS, it is necessary for the City to advance funds from the General Fund to the E. 305TH Street Sanitary Sewer Improvement Fund to begin funding certain projects in order to receive reimbursement from the Ohio Public Works Commission.

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

Section 1. The Council hereby authorizes the Finance Director to advance \$60,700.00 from the General Fund (101) to the E. 305TH Street Sanitary Sewer Improvement Fund (433).

Section 2. That Council hereby directs the Finance Director to return the advanced funds from the E. 305TH Street Sanitary Sewer Improvement Fund (433) to the General Fund (101) at the earliest time practical.

Section 3. All formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and 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 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick in that it provides for the improvement of a significant sanitary utility within the City.

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

Adopted by Council: _____, 2024 **Approved by:**

Monica Koudela, President of Council

Approved by Mayor: _____, 2024

Michael J. Vanni
Mayor

ATTEST:

Christine Morgan, Clerk of Council

RESOLUTION NO. 2024-24

A RESOLUTION ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM THE BOARD OF LAKE COUNTY COMMISSIONERS, LAKE COUNTY, OHIO, FOR THE REPLACEMENT OF A GENERATOR AT THE WILLOWICK SENIOR CENTER, AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY AGREEMENTS RELATING THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs; and

WHEREAS, the Lake County Commissioners, as funding permits, allocates CDBG funds pursuant to an application process from communities within Lake County; and

WHEREAS, the Mayor, on behalf of the City of Willowick, made application to the Lake County Commissioners to request CDBG funds in the amount of \$145,900.00 for the replacement of a generator at the Willowick Senior Center, 321 E. 314th St., Willowick, Ohio 44095; and

WHEREAS, the Board of Lake County Commissioners approved the Mayor's application for CDBG funds in the amount of \$145,900.00.

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

Section 1. The Willowick City Council hereby authorizes the acceptance of the grant funds from the CDBG program in the amount of \$145,900.00 for the replacement of the generator at the Willowick Senior Center, and authorizes the Mayor to execute any and all subrecipient agreements required by the program.

Section 2. All formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances of the City of Willowick and Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick in that it allows for the timely acceptance of funding in accordance with program guidelines.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Approved by Mayor on _____, 2024

Michael J. Vanni, Mayor

Attest: _____
Christine Morgan, Clerk of Council

RESOLUTION NO. 2024-25**A RESOLUTION ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM THE BOARD OF LAKE COUNTY COMMISSIONERS, LAKE COUNTY, OHIO, FOR THE REPLACEMENT OF CURB RAMPS IN THE VINE STREET CORRIDOR, AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY AGREEMENTS RELATING THERETO, AND DECLARING AN EMERGENCY.**

WHEREAS, the Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs; and

WHEREAS, the Lake County Commissioners, as funding permits, allocates CDBG funds pursuant to an application process from communities within Lake County; and

WHEREAS, the Mayor, on behalf of the City of Willowick, made application to the Lake County Commissioners to request CDBG funds in the amount of \$103,600.00 for the replacement of curb ramps within the Willowick portion of the Vine Street corridor to meet all requirements and guidelines set forth by the American with Disabilities Act (“ADA”), specifically Title II, to ensure all qualified individuals with a disability have equal and fair access within the corridor; and

WHEREAS, the Board of Lake County Commissioners approved the Mayor’s application for CDBG funds in the amount of \$103,600.00.

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

Section 1. The Willowick City Council hereby authorizes the acceptance of the grant funds from the CDBG program in the amount of \$103,600.00 for the installation of curb ramps within the Willowick portion of the Vine Street corridor in compliance with the ADA, and authorizes the Mayor to execute any and all subrecipient agreements required by the program.

Section 2. All formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances of the City of Willowick and Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick in that it allows for the timely acceptance of funding in accordance with program guidelines.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Approved by Mayor on _____, 2024

Michael J. Vanni, Mayor

Attest: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-16

AN ORDINANCE AMENDING CHAPTER 141 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “DIVISION OF FIRE;” SPECIFICALLY, SECTION 141.01 TITLED “COMPOSITION; RANK.”

WHEREAS, the Council of the City of Willowick believes it to be in the best interests of the City to amend Section 141.01 of the Codified Ordinances of the City of Willowick to amend the maximum age at which an individual may receive an original appointment to the Willowick Fire Department.

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

SECTION 1. That Chapter 141.01 of the Codified Ordinances of the City of Willowick, Ohio, titled “DIVISION OF FIRE” specifically Section 141.01, titled “Composition; Rank” is hereby amended to read and provide as follows:

141.01 COMPOSITION; AGE; RANK.

(a) The Division of Fire shall consist of the following officers, in order of rank: Chief, five Captains, eight Lieutenants and a maximum number of fifty-eight, who shall be designated as First Class, Second Class and Third Class ~~Firemen~~ **firefighters**.

(b) Upon recommendation of the Chief of Fire and with the approval of the Safety Director, any member of the Fire Division who has at least one year of service as a Third Class firefighter shall advance to Second Class firefighter provided he or she has satisfactorily completed all requirements as prescribed by the Training Officer and the Chief of the Division of Fire, and any member of the Fire Division who has at least one year of service as a Second Class firefighter shall advance to First Class firefighter provided he or she has satisfactorily completed all requirements as prescribed by the Training Officer and the Chief of the Division of Fire.

(c) There shall be no maximum age limitation for an original appointment to the Willowick Fire Department.

Section 2. The existing Section 141.01 of the City’s Codified Ordinances is hereby repealed in that said Section to the extent inconsistent herewith is superseded by this legislation.

Section 3. All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in

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

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-18

AN ORDINANCE ENACTING CODIFIED ORDINANCE 142.02 TITLED “CHIEF OF DIVISION OF FIRE.”

WHEREAS, the City of Willowick is a home-rule municipality reserving unto itself all powers of local self-government in its Charter.

WHEREAS, the appointment of municipal employees is a matter of local self-government under *City of Cleveland ex rel. Neelon v. Locher* (1971), 25 Ohio St.2d 49, 50.

WHEREAS, the City of Willowick Charter clearly and expressly states that the Willowick City Council is authorized to adopt Ordinances that relate to civil service appointments, promotions, demotions, hirings, terminations and all other civil service personnel matters; and that such Ordinances shall prevail over any State civil service statutes that may directly or indirectly conflict therewith.

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

Section 1. Section 141.02 of the Codified Ordinances of the City of Willowick, entitled “CHIEF OF THE DIVISION OF FIRE” is hereby established to read and provide as follows:

141.02 CHIEF OF DIVISION OF FIRE

(a) Subject to the orders and directions of the Director of Public Safety, the Chief of the Division of Fire shall be responsible for the organization and supervision of the Division of Fire. Included within the supervisory authority of the Chief shall be firefighters of all ranks, whether part-time or full-time, and any secretaries assigned to the Division. The Chief shall also perform all duties and exercise all authority granted to the Chief in the Willowick Codified Ordinances, the Ohio Revised Code, and the Ohio Administrative Code.

(b) Pursuant to the Charter, the Chief is in the classified service of the City. Vacancies in the position shall be filled first by competitive examination and assessment of eligible Captains and Lieutenants in the Willowick Fire Department conducted by the Civil Service Commission. If less than two (2) internal candidates sit for the examination for the position, or if all internal candidates on the eligibility list decline the appointment, individuals from outside the employ of the City of Willowick shall be eligible to take the competitive examination and assessment for, and subsequently appointed to, the position of Chief.

(c) There shall be no maximum age limitation on an individual appointed to the position of Chief of the Division of Fire.

(d) In all respects not in conflict herewith, the rules of the Civil Service Commission shall apply.

Section 2. All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-21

AN ORDINANCE ENACTING CODIFIED ORDINANCE 142.08 TITLED “ASSISTANT FIRE CHIEF.”

WHEREAS, the City of Willowick is a home-rule municipality reserving unto itself all powers of local self-government in its Charter.

WHEREAS, the appointment of municipal employees is a matter of local self-government under *City of Cleveland ex rel. Neelon v. Locher* (1971), 25 Ohio St.2d 49, 50.

WHEREAS, the City of Willowick Charter clearly and expressly states that the Willowick City Council is authorized to adopt Ordinances that relate to civil service appointments, promotions, demotions, hirings, terminations and all other civil service personnel matters; and that such Ordinances shall prevail over any State civil service statutes that may directly or indirectly conflict therewith.

WHEREAS, the City of Willowick desires to re-establish the position of Assistant Chief of the Division of Fire.

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

Section 1. Section 141.08 of the Codified Ordinances of the City of Willowick, entitled “ASSISTANT FIRE CHIEF” is hereby established to read and provide as follows:

141.08 ASSISTANT FIRE CHIEF

(a) The Assistant Chief shall assist the Fire Chief in the supervision, administration and coordination of all fire service personnel and activities, subject to the orders and directives of the Director of Public Safety and the Fire Chief. Included within the supervisory authority of the Assistant Chief shall be Captains, Lieutenants, and firefighters of all ranks, whether part-time or full-time, and any secretaries assigned to the Division.

(b) Pursuant to the Charter, the Assistant Chief is in the classified service of the City. Vacancies in the position shall be filled first by competitive examination and assessment of eligible Captains with two (2) years of experience in the rank of Captain, or if no eligible Captains take the examination, or less than two (2) eligible Captains take the examination, by Lieutenants with five (5) years of experience in the rank of Lieutenant, as conducted by the Civil Service Commission. Those testing for the position shall be given one (1) educational preference point for holding an EMT-P Certificate, and two (2) educational preference points for having completed the Ohio Fire Executive Program (OFE).

(c) The position of Assistant Fire Chief shall be a part-time position with compensation to be paid as determined by the Council.

(d) The Assistant Fire Chief shall assume the duties and responsibilities of the Chief in the absence of the Fire Chief.

(e) In all respects not in conflict herewith, the rules of the Civil Service Commission shall apply.

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provides for the usual daily operation of the municipal fire department.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-22

AN ORDINANCE ESTABLISHING THE COMPENSATION OF THE POSITION OF ASSISTANT FIRE CHIEF, AND DECLARING AN EMERGENCY.

WHEREAS, Willowick Codified Ord. 141.08 establishes the position of Assistant Fire Chief.

WHEREAS, the Council of the City of Willowick, Ohio, deems it to be in the best interest of the City and to the orderly operation of all departments of the City, to set the compensation of the position of Assistant Fire Chief, who shall during his/her employment perform the duties of the position in accordance with C.O. 141.08, unless and until otherwise modified or re-assigned.

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

SECTION 1. That the Assistant Fire Chief shall be a part-time position at the following rate of pay:

Assistant Fire Chief Thirty-Six Dollars (\$36.00) per hour.

SECTION 2. That all Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provides for the usual daily operation of a municipal department;

WHEREFORE, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024 - 23

AN ORDINANCE AMENDING ORDINANCE 2024 - 13 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND (101); STREET CONSTRUCTION MAINTENANCE & REPAIR FUND (202); FIRE EMERGENCY RESCUE FUND (208); STREET IMPROVEMENT LEVY FUND (213); COMMUNITY DEVELOPMENT BLOCK GRANT FUND (224); FIRE LOSS CLAIMS FUND (241); FAIRWAY STORM SEWER IMPROVEMENT FUND (432); E. 305TH STREET SEWER IMPROVEMENT FUND (433) FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2024, 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, 2024, 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

Fire Prevention & Inspection

Other

Capital Imp. Fire	101.102.5611	17,250.00
Total Other Expense		17,250.00
Total Fire Department		17,250.00

Leisure Time Activities

Parks & Playgrounds

Other

Capital Improvements	101.301.5600	46,092.00
Total Other Expense		46,092.00
Total Parks Department		46,092.00

Swimming Pools

Other

Training	101.302.5513	2,000.00
Total Other Expense		2,000.00
Total Swimming Pools		2,000.00

Administrative Support Service Dept.

Other

Capital Improvement	101.704.5600	12,348.00
Total Other Expense		12,348.00
Total Service Department		12,348.00

Legislative

Other

Social Security	101.705.5265	21.00
Total Other Expense		21.00
Total General Govt.		21.00

Engineering

Other

Engineering Fees	101.709.5360	10,500.00
Total Other Expense		10,500.00
Total Engineering Fees		10,500.00

County Auditor Deductions

Other

County Election Fees	101.710.5393	4,500.00
Total Other Expense		4,500.00
Total County Auditor Deductions		4,500.00

Administrative Support

Other

Advance Fund 224	101.711.5992	249,500.00
Advance Fund 433	101.711.5991	60,700.00
Total Other Expense		310,200.00
Total Administrative Support		310,200.00

TOTAL GENERAL FUND: 402,911.00

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

SCM&R FUND

Other

Capital Improvement	202.601.5600	58,547.00
Total Other Expense		58,547.00
TOTAL SCM&R FUND		58,547.00

SECTION 4. That there be appropriated from the Fire Emergency Rescue Fund:

FIRE EMERGENCY RESCUE FUND

Other

Capital Improvements	208.102.5600	14,100.00
Total Other Expense		14,100.00
TOTAL FIRE EMERGENCY RESCUE FUND		14,100.00

SECTION 5. That there be appropriated from the Street Improvement Levy Fund:

STREET IMPROVEMENT LEVY FUND

Other

County Treasurer Fees	213.711.5390	9,000.00
Total Other Expense		9,000.00
TOTAL STREET IMPROVEMENT LEVY FUND		9,000.00

SECTION 6. That there be appropriated from the Community Block Grant Fund:

COMMUNITY BLOCK GRANT FUND

Other

Capital Improvements	224,711.5600	249,500.00
Return of Advance to 101	224,711.5977	249,500.00
Total Other Expense		499,000.00
TOTAL COMMUNITY BLOCK GRANT FUND		499,000.00

SECTION 7. That there be appropriated from the Fire Loss Claims Fund:

FIRE LOSS CLAIMS FUND

Other

Miscellaneous Expenses	241,711.5568	27,865.44
Total Other Expense		27,865.44
TOTAL FIRE LOSS CLAIMS FUND		27,865.44

SECTION 8. That there be appropriated from the Fairway Storm Sewer Improvement Fund:

FAIRWAY STORM SEWER IMPROVEMENT FUND

Other

Capital Improvement	432,917.5600	28,305.54
Refunds	432,917.5971	389,700.00
Total Other Expense		418,005.54
TOTAL FAIRWAY STORM SEWER IMPROVEMENT FUND		418,005.54

SECTION 9. That there be appropriated from the E. 305th St. Sewer Improvement Fund:

E. 305TH ST. SEWER IMPROVEMENT FUND

Other

Return of Advance	433,918.5977	60,700.00
Total Other Expense		60,700.00
TOTAL E. 305TH ST. SEWER IMPROVEMENT FUND		60,700.00

TOTAL ALL FUNDS **1,490,128.98**

SECTION 10. 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.

SECTION 11. 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 12. 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 13. 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: _____, 2024

Submitted to the Mayor for his approval
on _____, 2024

Council President

Approved by the Mayor on
_____, 2024

ATTEST:

Clerk of Council

Mayor



**CITY OF WILLOWICK PLAN REVIEW BOARD
APPLICATION FOR PERMIT TO OCCUPY FOR
BUSINESS, COMMERCIAL, INDUSTRIAL, ETC.
YOU MUST FILL OUT ENTIRE APPLICATION
440-516-3000**

Item #14.

PERMIT FEE: \$60.00

DATE: 02/26/2024

Location of Occupancy: 32417 Vine St Business Name: Pats Hair World
Willowick, OH 44095 Hairline Redesigned

Business Owner's Name & Address: Tracy Whitman 5194 Robinhood Dr. Willoughby, OH 44094

CITY/STATE/ZIP: Pat Sanzo 810 Orchard Rd, Willoughby, OH 44094

Telephone Number: 440-283-7967 Pats # 440-749-4215 Federal ID Number: 4861401
Or Social Security Number

OWNER OF PROPERTY/NAME/ADDRESS/TELEPHONE NUMBER: Matt Darcy 32341 Vine St.
Willowick, OH 44095

SUBMIT NEW DETAILED FLOOR PLAN: _____ SQ. FT. HABITABLE FLOOR AREA FOR OCCUPANCY: 12x16

Building Size: 2000 sq ft Total Number Of Employees: 1

Intended Number of Occupants: 2-3 Total Number of Seating: 1

Site Plan With Number of Paved Parking Spaces: 30 Hours Of Operation: 9am - 5pm

Letter of Intent: _____ Previous Use: Salon Proposed Use: Permanent Makeup

NAME OF PRINCIPAL OR CONTACT PERSON FOR NEW BUSINESS: Tracy Whitman

Home Address/City/Zip: 5194 Robinhood Dr. Willoughby, OH 44094 Telephone Number: 440-283-7967

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

Applicant's Signature: Tracy Whitman Date: 02/26/2024

Office use only:

Zoning District: Retail Authorized Occupants: _____

TEMPORARY APPROVED BY: _____ Date: _____

Zoning Dept. Inspected by: Sean Brennan DATE: 3-21-24

Zoning Permit # _____ Zoning Permit Fee \$ _____

Fire Dept. Inspected By: _____ Date: _____

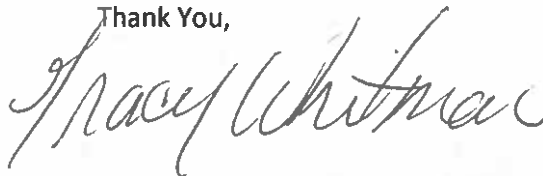
CITY OF WILLOWICK-APPLICATION FOR COMMERCIAL ESTABLISHMENT LICENSE REQUIRED AFTER APPROVAL
Note* A separate permit is required for all new signs from the Willowick Building Department.

Letter of Intent

To whom it may concern,

My intent for my business is to do permanent makeup. I will create the look of makeup on the face and head with a tattoo machine or pen. The pigments will be used to create a natural and or makeup colors that the client chooses. These pigments will be permanent and semi-permanent.

Thank You,

A handwritten signature in black ink that reads "Tracy Whitman". The signature is written in a cursive, flowing style.

Tracy Whitman, Owner, Hairline Redesigned

CERTIFICATE OF COMPLETION

State of Ohio, County of Lake;
Subscribed and sworn to before me this
5 day of February, 2024
By Tracy Whitman
Brian Campbell
Notary Public

Be it known that

Tracy Whitman

Has completed 5 hours of continuing education in the

**Prevention of Disease Transmission in Tattooing,
Microbiology & Disease, Aseptic Technique, Infection Control,
Sterilization & Disinfection, & Blood Borne Pathogens, with 3 hours
dedicated to Blood Borne Pathogens and Communicable Diseases.
Attendee passed with a test score of at least 70%.**

On November 14, 2023 Online



BRIAN CAMPBELL
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lake County
By Comm. Exp. 9/10/2024



Serial # 1201

[Signature]
President

[Signature]
Secretary

Sent from my iPhone

Heather Boling

From: Sean Brennan <sbrennan508@yahoo.com>
Sent: Thursday, March 21, 2024 2:12 PM
To: Heather Boling
Subject: 32417 Vine st

2024 Tattoo and/or Body Piercing Operation Approval

ID # 143

LAKE COUNTY GENERAL HEALTH DISTRICT
5966 HEISLEY RD
MENTOR, OH 44060

Business Name: HAIRLINE REDESIGNED **Operator:** TRACY WHITMAN


Street Address: 32417 VINE STREET

City, State, Zip: WILLOWICK, OH 44095 **Phone:** 1-440-283-7967

Category: PERMANENT MAKEUP

THIS APPROVAL HAS BEEN ISSUED IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 3730.01-3730.11 OF THE OHIO REVISED CODE AND IS SUBJECT TO REVOCATION OR SUSPENSION FOR CAUSE.

02/15/2024
Date Issued

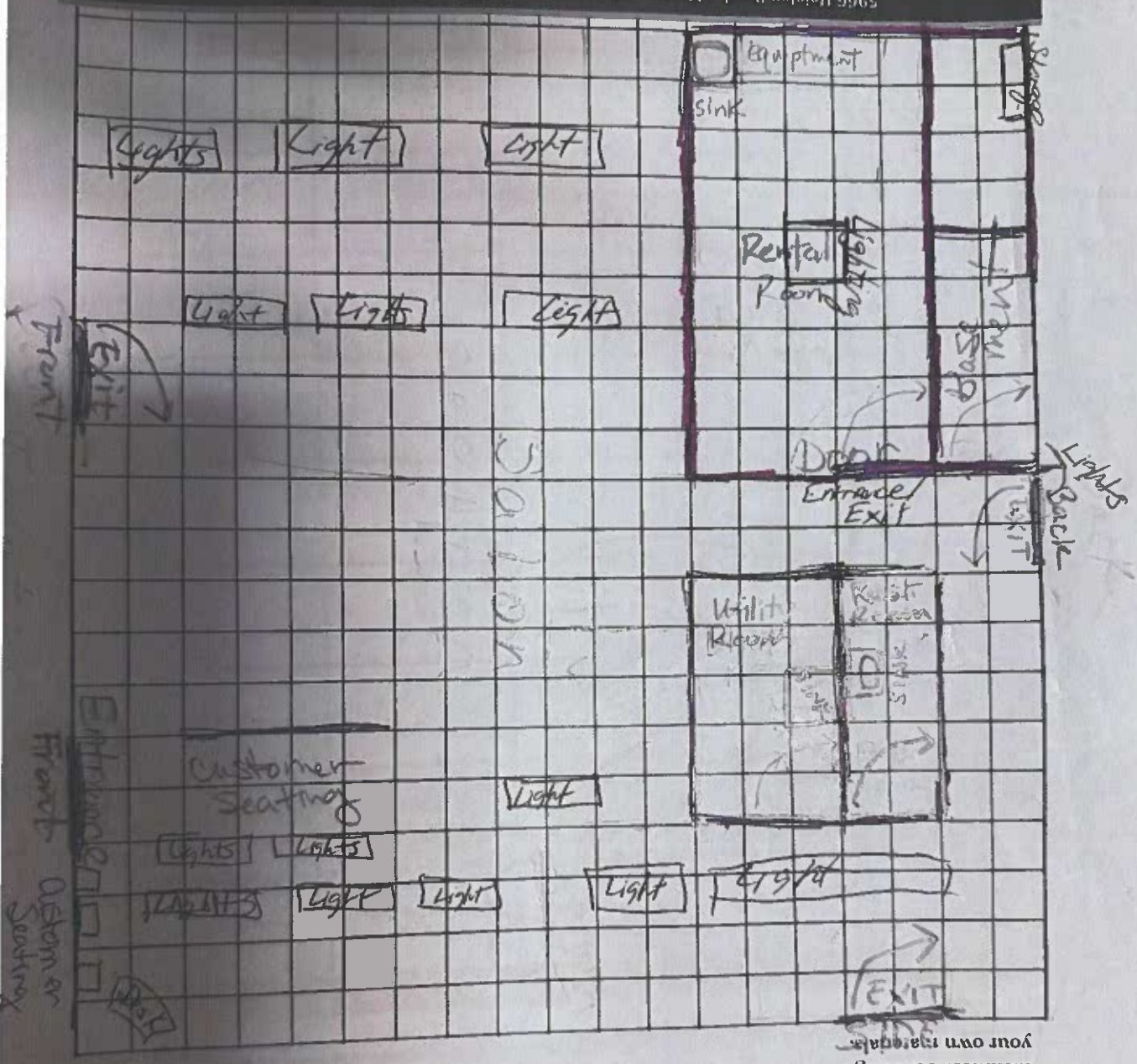

Ron Graham, MPH, Health Commissioner

THIS APPROVAL SHALL EXPIRE ON 12/31/2024

● = Hairline Redesigned

FRONT

5966 Leisley Road - Mentor, Ohio 44060 - 440.350.2543 - www.lcghd.org



Provide a floor plan of the total area to be used for the business. Include the square footage of all areas to be used, general layout, location of sinks, lighting, equipment, entrances and exits, and restroom facilities. Use the grid below to complete a scale drawing of the floor plan or attach one created using your own materials.

Floor Plan



City of Willowick
PLAN REVIEW BOARD - DRAFT

Thursday, March 14, 2024 at 3:00 PM
 Willowick Building & Service Center

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

1. Call meeting to order

Chairman Brennan called the March 14th, 2024, Plan Review Board meeting to order at 3:00pm.

Roll call

PRESENT

Chairman Brennan
 Chief Daubenmire
 Tim McLaughlin
 Mike Lazor

ALSO PRESENT

Councilwoman Antosh

ABSENT

Chief Malovrh Jr.

Approval of minutes

Plan Review Board Meeting Minutes - February 22nd, 2024

Motion made to approve the February 22nd, 2024, Plan Review Board minutes by Mike Lazor,
 Seconded by Tim McLaughlin.

Voting Yea: Chairman Brennan, Chief Daubenmire, Tim McLaughlin, Mike Lazor

New business

Hairline Redesigned - Located at 32417 Vine Street (located within Pats Hair World)

Tracy was present representing Hairline Redesigned - Located at 32417 Vine Street (located within Pats Hair World). Chairman Brennan advised the board that per the letter of intent she will be doing permanent makeup by using a tattoo machine, Tracy agreed. She advised that she has her certificate from the Health Department. Chairman Brennan asked with regards to the floor plan if the business will be located in the back corner of Pat's Hair World, Tracy agreed. Chairman Brennan advised both Tracy and the board members that this business is permitted in a main use at that location, but the business will need to be approved by the Planning Commission as well as City Council for final say. This is because

this business is a service establishment. Councilwoman Antosh asked if the business will be doing eyebrows, eyeliner and lips, Tracy agreed and added scalp line pigmentation and SMT's. Mike Lazor asked if this business is in collaboration with Pats Hair world or an independent business, Tracy stated that she is an independent business.

Motion made to approve Hairline Redesigned - Located at 32417 Vine Street (located within Pats Hair World) pending approval from Planning Commission and City Council by Tim McLaughlin, Seconded by Mike Lazor.

Voting Yea: Chairman Brennan, Chief Daubenmire, Tim McLaughlin, Mike Lazor

Public portion

Public portion was opened and closed at 3:05pm with no public present.

Old business

None.

Miscellaneous

None.

Adjournment

Motion made to adjourn the March 14th, 2024, Plan Review Board meeting by Chief Daubenmire, Seconded by Mike Lazor.

Voting Yea: Chairman Brennan, Chief Daubenmire, Tim McLaughlin, Mike Lazor



City of Willowick
PLANNING COMMISSION - SPECIAL MEETING - DRAFT

Monday, April 01, 2024 at 6:30 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

Chairman Carden called the April 1st, 2024, Special Planning Commission meeting to order at 7:30pm.

Pledge of Allegiance to the Flag

Roll Call

PRESENT

Chairman Mark Carden

Mr. Houry

Ms. Raymond

Mr. Fortney

Mr. Loncala

ABSENT

Mr. Hren

Mr. Foisel

Approval of Minutes

None.

Development & Plan Review Committee

None.

Rules Committee

None.

City Engineer’s Report – Mr. McLaughlin

None.

Law Director’s Report – Ms. Landgraf

None.

Architectural Review Board

None.

Community Reinvestment Area – Mr. Carden

None.

Public Hearings

None.

Public Portion**Remarks – Old Business**

None.

Remarks – New Business**Hairline Redesigned - Located at 32417 Vine Street (located within Pat's Hair World)**

Tracy Whitman was present representing Hairline Redesigned - Located at 32417 Vine Street (located within Pat's Hair World). She stated that Hairline Redesigned does scalp micropigmentation (SMP), which is tattoo ink that is distributed into the skin that represent hair follicles, it can last up to 15 years with it being refreshed. She advised that she does brows, lips and eyeliner, but essentially it is a tattoo. Mr. Houry asked Ms. Whitman if she is mixing the pigments onsite, Ms. Whitman stated that she doesn't make the pigments, but she does the mixing to match to the client's color. There was some discussion regarding the product base, mixing of the products and the disposal of remaining product. Chairman Carden asked how long Ms. Whitman has been doing this work, she advised that she has been doing so for about a year and a half and this is her first standalone business. Ms. Raymond asked about referral patterns with hair lines such as scars, trauma and burns with local doctors, Ms. Whitman stated at this time she does not however that is an avenue she is interested in taking as it is very rewarding. Chairman Carden and Mr. Fortney asked (per her floor plan) if she will be occupying the back left corner of Pat's Hair World, Ms. Whitman stated that is correct. Pat was also present on behalf of Pat's Hair World. Pat advised the board that Ms. Whitman has trained with some really good people after she had obtained all her degrees, she trained with some good permeants make up professionals, those that have worked with plastic surgeons. Pat stated that the reason she was seeking out someone with Ms. Whitman's background is due to some of her clientele needing this type of service such as eyebrows and eyeliner. There was some further discussion on the types of people that may need these services as well as the day-to-day operation and the size of the location. Chairman Carden stated that the parking doesn't look to be an issue either. Chairman Carden asked when the move in date would be for Hairline Redesigned, Pat advised that Ms. Whitman has been ready for about 3 months however she is working to get approved. Ms. Whitman provided pictures for the board to review of the interior of the location as well as pictures of her certifications.

Motion made to approve Hairline Redesigned - Located at 32417 Vine Street (located within Pat's Hair World) pending approval from City Council by Ms. Raymond, Seconded by Mr. Houry.

Voting Yea: Chairman Carden, Mr. Houry, Ms. Raymond, Mr. Fortney, Mr. Loncala

Adjournment

Motion made to adjourn the April 1st, 2024, Special Planning Commission meeting at 6:41pm by Ms. Raymond, Seconded by Mr. Fortney.

Voting Yea: Chairman Carden, Mr. Houry, Ms. Raymond, Mr. Fortney, Mr. Loncala



10147-H Royalton Road
 North Royalton, Ohio 44133
 Phone: 440/877-2000 Fax: 440/877-2001

ATTENTION : Terry McCarthy
 LOCATION: The City of Willowick
 30434 Lakeshore Blvd
 Willowick, OH 4495
 Phone : 440-585-0963
 Email : tmccarthy@cityofwillowick.com

Quotation #: 563467T
 Date: 3.12.24
 Re: Community Center
 Contact :Jim Finucane
 Phone: 440-221-9316

Option	Description				Unit Price	Total
1	Per the description below , install (1) 3 ton condenser					\$24,428.00
	Travel and Fuel Charge					\$125.00
TOTAL						\$24,553.00

We will install and supply the following American Standard product

Option 1

1. Install (1) 3 ton condenser 460 volt 3 phase
2. 80,000 BTU 90% efficiency furnace
3. Insulated new supply and return duct work
4. Vibration blocks under the furnace
5. 3 ton insulated cased coil
6. New thermostat
7. Condensate to closest sink
8. Extend gas line and power supply to the new furnace location
9. Run new control wire and refrigeration line sets
10. 1 year full parts/labor warranty
11. 5 year compressor part only warranty
12. Old furnace remains in the attic
13. Any drywall repair is not covered in the above price
14. Inspection and permit

To accept this quotation, sign here and return: _____

TERMS AND CONDITIONS

All material guaranteed for one year parts and labor ,all work to be completed in a workman like manor according to standard practices ,title to all materials and property covered by this contract shall remain Comfort Control Systems' and shall not be deemed to constitute a part of the realty to which it may be attached until price is paid in full.



Royal Heating and Air Conditioning
 Service, Co
 4920 E. 345th
 Willoughby, OH 44094

Phone: (440) 946-3355
 Fax: (440) 946-0208
 service@royalheatingandair.com
 www.royalheatingandair.com

Bill to
City of Willowick
 30435 Lake Shore Blvd
 Willowick, OH 44095

Ship to
City of Willowick
 30435 Lake Shore Blvd
 Willowick, OH 44095

Quote #: q2623

Quote Expiration Date: 10/15/2023

Item	Description	Quantity	Price	Amount
HIST	<p>We are pleased to provide an estimate to replace the 3 ton split system for the police dispatch area with a new 3 ton mini split. The following will be furnished and installed as part of this estimate;</p> <ul style="list-style-type: none"> - Recover refrigerant - Demo existing condensing unit - Install new wall mount platform - One new 3 ton Hitachi Condensing unit - One new 3 ton Hitachi Cassette style IDU - One new refrigerant lineset - New 14/4 Communication wire from Cassette to Condenser - New electrical disconnect connected to existing high voltage electrical supply - Tie new condensate drain into existing system drain - New refrigerant lineset - New wired thermostat with control wiring - Pressure test, evacuate and charge system with R410a - Start and test system for proper operation 	1	\$0.00	\$0.00
Total:				\$10,224.00

To Accept this estimate, please reply via email, service@royalheatingandair.com
 or call (440) 946-3355

CLASSIC

FORD COMMERCIAL TRUCKS

STATE CONTRACT#: RSI016583

ITEM #1AT - SUV COMPACT, FORD ESCAPE ACTIVE AWD - U9G / 200A

BRONCO SPORT BIG BEND 4X4 - R9B / 200A

UNIT PRICE	\$ 31,000.00
TEMP TAG / TITLE	\$ 35.00
50C - FLOOR LINERS	\$ 160.00
51B - CARGO MAT	\$ 130.00
2024 STATE CONTRACT PRICE	\$ 31,325.00
CLASSIC FORD PRICE	\$ 31,320.00

HRIM-006639 OH 4A9 128 6R LABL ADU QOV 2RCS BLO RAMP BUNP 3PACR98CGR2719559 BRORCO RR E79559 02298 1 3742/1630 02298 1 3PACR986K RRE79559 NB GAD

BRONCO SPORT
 2024 BIG BE-HD 3.4
 4-CYLINDER
 6-SPD AUTO TRANSMISSION

EXTERIOR: OXFORD WHITE
 INTERIOR: MEDIUM DARK SLATE UNIQUE OL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- ACTIVE GRILLE SHUTTERS
 - DOOR HANDLES - BLACK
 - EASY FUEL CAP FILLER
 - HEADLAMPS - AUTO HIGH BEAM
 - HEADLAMPS - LED
 - LIFTGATE W/ LIFTGLASS
 - MIRRORS - KIT POWER GLASS
 - PRY GLS-2ND ROW LIFTGATE
 - ROOF RAY W/ PERFORMANCE FROST
 - ROOF RAY SIDE MOUNTS - BLACK
 - TAIL LAMPS - LED
- INTERIOR**
- 17" TOUCH DOWN DRIVER WINDOW
 - 60/40 SPLIT FOLD REAR SEAT
 - DUAL ILLUM VIS VANITY MIRR
 - ELECTRONIC AUTO TEMP CTRL
 - FLOOR LIGHT ADJ L/R GATE
 - ILLUMINATED ENTRY SYSTEM
 - MANUAL PASS SEAT - 4-WAY
 - POWER POINTS - 12V
 - RUBBERIZED CARGO FLOOR
 - STEERING TILT TELESCOPE
 - CRUISE & AUDIO CONTROLS
 - USB A AND C
- FUNCTIONAL**
- AM/FM STEREO W/6 SPKERS
 - AUTO START STOP TECH
 - BRAKES - 4-WHEEL DISC/ABS
 - FORD CO-PILOT360™
 - FORDPASS™ CONNCT
 - REAR VIEW CAMERA
 - REPR-3MS
 - REMOTE KEYLESS ENTRY
 - SRV360™ - SVC N/A AK&HI
 - SYNC3 w/ SCFM W/APPLING
 - TERRAIN MANAGEMENT SYS-5
 - WIPING PREP-PACK
- SAFETY/SECURITY**
- ADVANCED TRAC WITH RSC®
 - ARBAGS - DRIVER KNEE
 - ARBAGS - DUAL STAGE FRONT
 - ARBAGS - SAFETY CANOPY®
 - FRT-PASS SENSING SYSTEM
 - KEY Fob PRESS MONIT SYS
 - LATCH CHILD SAFETY SYSTEM
 - PERIMETER ALARM
 - SECURLOCK™ ANTI-THEFT SYS
 - SOS POST-CRASH ALERT SYS™
- WARRANTY**
- 3YR/50,000 BUMPER TO BUMPER
 - 5YR/100,000 POWERTRAIN
 - 5YR/100,000 ROADSIDE ASSIST

BRONCO SPORT

MSRP

NO CHARGE 100.00
 CARGO MAT 100.00
 NO CHARGE

OPTIONAL EQUIPMENT/OTHER EQUIPMENT GROUP 200A
 17" CARBON GRAY HIGH OLS WHL
 225/65 R17 HIGH A/S OSN TYRES
 50 STATE EMISSIONS
 FLR UNENS FR-RR TWO CTR T MATS
 CARGO MAT
 SUPPLEMENTAL PTC HEATER

EXTERIOR INFORMATION
 BASE PRICE \$23,795.00
 TOTAL OPTIONS/OTHER \$290.00
 TOTAL VEHICLE & OPTIONS/OTHER \$24,085.00
 DESTINATION & DELIVERY \$1,500.00

BRONCO OFF-ROADERS is an outdoor and off-road adventure playground. Original Bronco Sport owners who purchase and take delivery can absent the full-day, immersive driving experience, valued at \$2,500. Fleet vehicles not eligible. See www.ford.com for more information.

When you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

TOTAL MSRP \$31,680.00

RAAG
 RAMP TWO
 44-G225-OT2

This sheet is attached pursuant to the Federal Automobile Information Disclosure Act. Gravity, Locks, and Title Fees, State and Local Taxes are not included. Dealer Rebuilds, options or accessories are not included unless listed above.

Fuel Economy and Environment

26 MPG combined city/hwy
25 city
29 highway

3.8 gallons per 100 miles

Annual fuel cost \$2,100

5 Fuel Economy & Greenhouse Gas Rating (top 5%)
 Smog Rating (top 5%)

You spend \$750 more in fuel costs over 5 years compared to the average new vehicle

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
 Based on the combined ratings of frontal, side, and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
 Driver ★★★★★
 Passenger ★★★★★

Side Crash ★★★★★
 Front seat ★★★★★
 Rear seat ★★★★★

Rollover ★★★★★
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars, with 5 being the highest.
 Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-237-4271

BRONCO SPORT

BUILT WILD

The FordPass Connect™, modern in-vehicle and on-demand vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options. FordPass Connect™ vehicle and service is not available for all vehicles. Some FordPass Connect™ services may require an internet connection and may be subject to availability. Some services may require a subscription. See www.ford.com/fordpass for more information.

FORD PROTECT

In select Ford Products, this extended service plan fully backed by Ford and authorized by every Ford dealership in the U.S., Canada, and Mexico. See your Ford dealer or visit www.FordProtect.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phosgene, and lead, which are known to the State of California to cause cancer and both deafness and other reproductive harm. To minimize exposure, avoid breathing exhaust. Do not idle the engine except as necessary. Service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

fuelconomy.gov

Official government website for comparing and choosing vehicles.

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04/11/2024