



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, February 03, 2026 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.

AGENDA

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

1. Motion to approve the Minutes from the Regular Council Meeting of January 20, 2026.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

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 – Goran Vrhovac

Law Director – Mandy Gwirtz

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 – McFarland, Antosh, Phares

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

2. Motion authorizing the Mayor to enter into a Contract with Laketran for bussing services for the Willowick Senior Center for a three-year period.

INTRODUCTION & CONSIDERATION OF LEGISLATION

3. ORDINANCE 2026- 3:

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2026 ENERGIZED COMMUNITY GRANT AND DECLARING AN EMERGENCY

4. ORDINANCE NO. 2026-4:

AN ORDINANCE ESTABLISHING THE 2026 FEE SCHEDULE FOR THE WILLOWICK RECREATION DEPARTMENT, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.

5. ORDINANCE 2026- 5:

AN ORDINANCE AMENDING ORDINANCE 2026- TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM The General Fund (101); The SCM&R Fund (202); Fire Emergency Rescue Fund (208); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

6. RESOLUTION NO. 2026- 5:

A RESOLUTION AUTHORIZING THE MAYOR TO CONTINUE THE COMMUNITY REINVESTMENT AREA AGREEMENT WITH THE PHILLIPS EDISON GROUP, LLC SHOREGATE STATION, LLC, AND DECLARING AN EMERGENCY.

MISCELLANEOUS

7. Motion to declare 2018 Ford Explorer Police Interceptor VIN: 1FM5K8AR9JGC95115 as surplus, obsolete, unneeded, unfit for public use and authorizing its disposal.
8. Motion authorizing the Mayor to enter into a consent agreement with Ohio Emergency Management agency for FY 2024 State and Local Cybersecurity Grant Program.
9. Motion authorizing the Mayor to enter into a consent agreement with Ohio Emergency Management agency for FY 2022 State and Local Cybersecurity Grant Program.

PUBLIC PARTICIPATION

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

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, January 20, 2026 at 6:30 PM
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ADA NOTICE

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MINUTES

CALL MEETING TO ORDER

The meeting was called to Order by Council President Koudela at approximately 6:30 p.m.

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

1. Motion to approve the Minutes from the Regular Council Meeting of January 6, 2026.

MOTION: Mr. Malta motions to approve. Ms. Antosh second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

2. Motion to approve the mayoral appointment of Nikki Jablonski to the Willowick Recreation Board for a 3-year term expiring on December 31, 2029.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor Vanni reports that the wind storm did some damage to the Fire Station roof as well as the overhang. They are currently working with the insurance company. We will talk more at the budget meetings. Hopefully settled by then. Looking at having to do a roof at the Community Center and now with this damage, probably addressing the Fire Department sooner than later. There is still hope for insurance.

About a year ago, Julie and Scott and Diane Novak with the seniors agreed with NCI to get a Willowick sign like Wickliffe and Eastlake. Vicki Morley texted that it is coming along really nicely. He thanks everyone for working together to get this going. We should have it sometime this

year, hopefully in the spring. Talking with Todd and Julie, thinking about putting it where the Willowick sign is now right off the freeway.

Also, an update on Gold Star family memorial. There is a meeting tomorrow that he will be attending. He and Mandy met with them and their legal team for the foundation. They set a date for September 27 of this year to have it all ready to go and be dedicated. We are moving along with the parking lot and feel we can go to bid next month. We wanted to be realistic and think that the lot should be done by then. Lake Metroparks has also been working with them. It will be very exciting. September 27, 2026 is the aimed date.

Courier will not be printed this month but will start in March. Give your articles to Molly and she can post them on the facebook page as we have been doing.

We finalized OPWC last week. Getting \$500,000 grant for the Larimar culvert and a 0% interest loan as well.

He saw in the News Herald about the Royalview Royal Council. It was a nice article. This year they did the Ohio Paws for Purpose. Last year did Hearts and Hammers. The teachers that run this do a great job. That's a lot of money for 4th and 5th graders to raise for Willowick charities.

The budget is nearly finalized. Hopefully by end of the week. On schedule for the 3rd and 4th meetings.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

Ms. Antosh asks if they decided where the monument is going?

Mayor says it will go right by where the house was torn down. There is plenty of room and no erosion problems. It does also provide some level of privacy away from the pavilion. They are very excited. When the house was torn down, we couldn't really do anything in that spot so it worked out really well. Metroparks will put some barriers there as well as part of the agreement. Some of the trees are coming down, but we cannot take all of them. They are holding up the side of the hill. Mandy is working on the final, it will be an MOU, we have to temporarily donate the land. It'll come before council next month probably.

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Emailed report. We are not immune to the salt shortage, just like surrounding cities. We have 460 tons on board currently. They do not know when we will get more. We are salting smart. The storms are not really plowable, but you need to salt, but we need to conserve the best we can. SS4A is going to have touch a truck event coming up in the spring/summer.

Mr. Mohorcic asks we haven't used a lot of salt the past couple years? Did we stockpile it? Shelf life?

Todd says years ago, we used to bid our own salt and it worked out well for many years. Then we ran into an issue where no one would bid it so we were stuck getting treated salt which was way more expensive. So we jumped on the ODOT consortium. In April is when he has to put his magic thinking hat on and guess how much salt we will need. He said 1600 this year so that is what we get at the pricing. We can get more but it gets more expensive. Last year we did end up stockpiling because we had over forecasted. We have gone through that already. He clarifies that you must take 90%, can go up to 110% at the contractual price. He says we are getting creative with liquid brine as well. We are doing everything we can to try to keep the roads safe but it is challenging right now.

Recreation Director – Julie Kless

Working on spring/summer program guide. Will be on the website by February 6. Registrations will start on Tuesday February 24. Youth basketball practices have started. Mens over 30 basketball league will start Sunday.

City Engineer – Tim McLaughlin

Emailed his report. On that report, there were 4 items detailed that are on the agenda tonight.

Finance Director – Goran Vrhovac

Last week he met with the auditors. The audit is starting. We are currently working on the rough draft of the budget. Will be tightening it up and expect to have the books ready and done by Friday.

Law Director – Mandy Gwirtz

On the agenda there is a motion authorizing her to withdraw the opposition for the liquor license. Since then they have come to planning and got everything they needed. They have corrected course and she is asking for permission to withdraw the objection.

Police Chief – Rob Daubenmire

No report, but open for questions.

Fire Chief – Bill Malovrh

Emailed his report, open for questions.

Mr. Malta says we heard from the Mayor about the wind and the roof. Streetsboro just built a new fire station. Do you know the Chief there? Could you find out what it cost and how they raised the funding? Is City Hall or a Police Station attached?

Chief Housing/Zoning Inspector – Sean Brennan

No formal report, but open for questions. Chopsticks Cuisine opened yesterday as an fyi where the old Taco Bell was.

Mr. Malta asks what is going in the old PNC Bank?

Sean says it is a cheesesteak place. They came to planning a couple months back. Hopefully they will open up sometime soon within next month or so.

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)*

No one wishes to speak.

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 – McFarland, Antosh, Phares

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

3. A Motion authorizing the Mayor and/or Fire Chief to enter a 5 year contract with TCP, for the Aladtec Subscription which is the scheduling and payroll program.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

INTRODUCTION & CONSIDERATION OF LEGISLATION

4. RESOLUTION NO. 2026-3:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH VERDANTAS, LLC.

MOTION: Mr. Malta motions to approve. Ms. Antosh second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

5. ORDINANCE NO. 2026- 2:

AN ORDINANCE TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM The General Fund (101); The Sewer Revenue Fund (205); Fire Emergency Rescue Fund (208); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

MOTION: Ms. Antosh motions to suspend the rule requiring separate readings and readings in full. Ms. Bisbee second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

MOTION: Mr. Malta motions to approve. Ms. Antosh second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

6. **RESOLUTION NO. 2026-4:**

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF CINCINNATI ON BEHALF OF THE OHIO CYBER RANGE INSTITUTE TO PROVIDE CYBERSECURITY EDUCATION AND TRAINING TO THE CITY OF WILLOWICK EMPLOYEES

Ms. Bisbee asks who gets trained on this.

Mayor says it is free from the State and everyone on City Council and in the City.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

7. **First Reading 12/16/25, Second Reading 1/6/26, Item is on Third Reading:**

ORDINANCE NO. 2025- 53 (AMENDED):

AN ORDINANCE AMENDING CHAPTER 133 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO TITLED “DEPARTMENT OF FINANCE”; SPECIFICALLY SECTION 133.17, TITLED “CHARGES FOR EMERGENCY MEDICAL SERVICE.”

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

8. **First Reading 12/16/25, Second Reading 1/6/26, Item is on Third Reading:**

ORDINANCE NO. 2025-59 (Amended):

AN ORDINANCE ENACTING CODIFIED ORDINANCE 133.51 IMPLEMENTING A PROGRAM TO RECOVER COSTS ASSOCIATED WITH THE DELIVERY OF PUBLIC SAFETY SERVICES BY THE MUNICIPALITY FOR EMERGENCY RESPONSE INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: TRAFFIC CRASH RESPONSE, GAS LINE REPAIR, UTILITY COMPANY WAIT TIME, ILLEGAL BURN, SEARCH AND RESCUE, STRUCTURE FIRES, HAZMAT RESPONSE, FALSE ALARMS, WATER RESCUE, MINING INCIDENTS AND PREPPING FOR CAREFLIGHT; ALL BEING PUBLIC SAFETY SERVICES THAT ARE REQUIRED DUE TO AN INDIVIDUAL’S NEGLIGENCE AND ARE BEYOND THE USUAL BASIC PUBLIC SAFETY SERVICES.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

MISCELLANEOUS

9. Motion to approve a purchase order in the amount of \$49,299.00 to SLE Technologies Inc. for the purchase of 4 vertical lift columns for the Service Department maintenance garage.

MOTION: Ms. Antosh motions to approve. Mr. McFarland second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

10. Motion authorizing Change Order CO-#1 to United Survey, Inc for the amount of \$189,315.00 for the Forestgrove Sewer Improvements Project Phase I Project.

MOTION: Mr. Malta motions to approve. Ms. Antosh second.

Mr. Mohorcic asks what this is for.

Tim says it is to add the lateral program which we bid out.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

11. Motion authorizing Verdantas to perform Engineering Retainer and General Services for the City of Willowick in accordance with the Master Service Agreement for Engineering Services.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

12. Motion authorizing Verdantas to perform annual Sanitary Sewer Support Services including flow monitoring maintenance and data management, smoke testing, rain event analysis, and complete annual regulatory sanitary sewer compliance reports for a fee of \$25,000 in accordance with the Master Service Agreement for Engineering Services.

MOTION: Ms. Antosh motions to approve. Mr. McFarland second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

13. Motion authorizing Verdantas to prepare specifications, construction plans and bid documents, advertise and obtain bids, and before construction related services for the Larimar Culvert Improvements Project for a fee of \$128,100 in accordance with the Master Service Agreement for Engineering Services.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

Mr. Phares asks if it is supposed to say perform?

Tim says it is supposed to be perform. There was a typo.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

14. A Motion authorizing the Mayor and/or Service Director to enter into a service agreement with Great Lakes Mechanical Service for the preventative service and maintenance of the City of Willowick's HVAC Equipment at the annual cost of \$6,980.00.

MOTION: Ms. Antosh motions to approve. Mr. McFarland second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

15. Motion authorizing the Mayor and/or Service Department Director to enter into an Agreement with GPS for the remote monitoring of the pool pump at Manry Park at the annual cost of \$595.00.

MOTION: Mr. Malta motions to approve. Ms. Antosh second.

Ms. Bisbee asks if we already have one at Dudley?

Todd says we do not. Dudley's is not in the pitt like Manry's is. This is to make sure it does not flood.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

16. A Motion authorizing the Law Director to formally withdraw the City's objection to liquor permit # 10008502-1 (Lakeshore Gas, 29000 Lakeshore Blvd., Willowick, Ohio).

MOTION: Mr. Malta motions to approve. Ms. Antosh second.

ROLL CALL: Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Phares, yea.

PUBLIC PARTICIPATION

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

ADJOURNMENT

Mr. Malta says Hearts and Hammers tickets are going fast this year. If you're thinking about going, get a hold of Natalie. It's incredible that we are 2 and a half weeks away and we are doing so well. Also, about Gold Star, the foundation is having a basket raffle at Willowick Lounge on the 22nd of February from 1-4:30. Sunday afternoon. If you'd like to donate a basket or just come, there is no ticket price, just bid on the baskets. All the money goes to the foundation.

Ms. Koudela calls for a Motion to Adjourn the Meeting.

MOTION: Ms. Antosh motions to approve. Mr. Malta second.

ROLL CALL: Bisbee, yea. Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea.

Motion carried. Meeting Adjourned at 7:02 p.m.

Clerk of Council

Council President

Date

GROUND TRANSPORTATION AGREEMENT

This Ground Transportation Agreement (hereinafter "Agreement") is made and entered into as of this _____ day of _____ 2026 ("Effective Date") by and between **Laketran** a political subdivision of the State of Ohio created pursuant to Section 306.30 through 306.71 of the Ohio Revised Code and City of Willowick Senior Center (hereinafter "**WSC**"). Laketran and WSC are collectively referred to as the "Parties".

- 1. TERM.** This Agreement is effective as of January 1, 2026 and shall continue until December 31, 2026 (the "Initial Term"), subject to Section 5 below. The Parties may elect to renew the Agreement for Two (2) successive one (1) year terms (each a "Renewal Term") by notifying the other party in writing no less than sixty (60) days prior to the expiration of the then current term. Each Renewal Term is subject to the rate increases as provided for in **Schedule A**.
- 2. SERVICES.** The services provided and agreed to are more fully described in **Schedule B** attached hereto (the "Services"), and pursuant to the terms described herein. Providing the Services is the essence of this Agreement.
- 3. COMPENSATION AND PAYMENT.** It is agreed that, except as otherwise expressly agreed to by the Parties in writing, the consideration payable to Laketran by WSC for the Services shall be the compensation and/or other consideration set forth in **Schedule A** attached hereto, provided that Laketran has performed each of the Services in accordance with the terms of this Agreement (the "Compensation"). The payment schedule for such Compensation, including Renewal Terms, is also set forth in **Schedule A**.
- 4. INSURANCE.** Laketran shall obtain, and continuously maintain, at its own expense, the following insurance policies:
 - A. Workers' Compensation in compliance with state statutory laws;
 - B. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles.
- 5. TERMINATION.** After completion of the Initial Term, either party may immediately terminate this Agreement for any reason by providing the other party written notice. If this Agreement is terminated, WSC shall be liable for any unpaid balance for Services properly rendered through to the date of termination. If either party elects to terminate the Agreement notice shall be provided to the Parties as provided for in Section 6 herein.
- 6. NOTICE.** All notices or statements to be given or submitted under the terms of this Agreement shall be addressed to the intended recipient; shall be transmitted personally, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent delivery service furnishing a written record of attempted or actual delivery; and shall be deemed to be delivered when tendered for delivery to the addressee at the address set forth beneath its signature below or to other such address as may be specified from time to time by written notice given by Laketran or WSC:

As to Laketran:

Laketran
555 Lakeshore Blvd.
Painesville Township, Ohio 44077

With a copy to:

Brandon D. R. Dynes, Esq.
Thrasher, Dinsmore & Dolan, L.P.A.
100 7th Avenue, Suite 150
Chardon, Ohio 44024
bdynes@tddlaw.com

As to WSC:

City of Willowick Senior Center
 321 E 314th St
 Willowick, Ohio 44095

7. **MANNER OF PERFORMANCE.** The Parties agree to perform, at all times faithfully, industriously, and to the best of their ability, experience, and talent, all of the duties that may be required of them pursuant to the express and implicit terms of this Agreement. The Parties agree to cooperate fully and in a professional and courteous manner with one another and all service providers for each of them. Laketran shall perform and complete the Services in the most expeditious and economical manner consistent with its policies and procedures and accepted protocol.
8. **ASSIGNMENT.** WSC shall not be entitled to assign any of its rights under the terms of this Agreement to any third party without the prior written consent of Laketran.
9. **STATUS OF PARTIES.** By virtue of the provisions of Section 306.30 et. seq. of the Ohio Revised Code, Laketran is a political subdivision of the State of Ohio, a body corporate with all the powers of a corporation. WSC is a political subdivision of the State of Ohio. All activities by the Parties herein and under the terms of this Agreement shall be carried on by the Parties as independent to one another and not as an agent for or employee of either party and nothing contained herein shall be deemed to constitute a contract of employment. Nothing herein contained shall be construed to place the Parties in the relationship of partners, joint ventures, or agents.
10. **EQUAL OPPORTUNITY EMPLOYER.** In carrying out this Agreement, Laketran shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or military status. Laketran shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or military status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and County of Lake, which shall be the sole jurisdiction for all disputes related to this Agreement or the relationship created hereby.
12. **MISCELLANEOUS.** This Agreement, which may not be assigned or delegated by WSC; constitutes the entire agreement and understanding between the Parties hereto and cancels, terminates, and supersedes any prior written or oral agreement or understanding relating to the subject matter hereof between the Parties. None of the provisions of this Agreement can be waived or modified except expressly in writing signed by both Parties. There are no representations, promises, agreements, warranties, covenants, or understandings other than those contained herein. No failure or delay on the part of the Parties in the exercise of any right, power, or remedy under this Agreement shall operate a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, or remedy. There are no intended third-party beneficiaries of this Agreement. Nothing in this Agreement shall be interpreted as the waiver of any sovereign immunity or privilege. If any clause, provision or section of this agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under this agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof. Neither WSC nor

Laketran shall be liable for any acts or any failures to act, occasioned by act of God, national emergency, war, pandemic, strike or other labor dispute, or any other cause beyond the reasonable control of the party affected thereby. Such non-performance shall not constitute a breach of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. This Agreement may be accepted as an original if received via facsimile or electronic mail, and the parties' signatures may be treated as an original and admissible evidence of this Agreement. The parties acknowledge that this Contract was the subject of fair negotiation between parties adequately represented by counsel of their choice. Neither party shall be considered the drafter of this Contract for the purpose of construing any of its terms and conditions.

EXECUTION. This Agreement is binding upon signature by an authorized officer of each party hereto.

Laketran

By: _____

Title: Ben Capelle, Chief Executive Officer

Date: _____

City of Willowick Senior Center

By: _____

Title: _____

Date: _____

Schedule A

Terms of Payment: Five Thousand One Hundred Four and 13/100 Dollars (\$5,104.13) payable to Laketran by WSC upon execution of this Agreement for the Initial Term which represents a discount of One Thousand One Hundred Forty-Five and 88/100 Dollars (\$1,145.88) off the original Initial Term compensation which was Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00). Payment shall increase for the first Renewal Term to an amount equal to three percent (3%) multiplied by Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00). Payment shall increase for the second Renewal Term to an amount equal to three percent (3%) multiplied by the then current Renewal Term amount. All payments shall be due on or before December 31st of each calendar year of any Renewal Term. Additional payment of Five and 00/100 Dollars (\$5.00) per passenger for each transportation service payable upon receipt of invoice from Laketran.

Each trip in excess twenty-five (25) trips during any Term shall require an excess fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) for the Initial Term, Two Hundred Fifty-Seven and 50/100 Dollars (\$257.50) for the first Renewal Term and Two Hundred Sixty-Five and 23/100 Dollars (\$265.23) for the second Renewal Term. Each Trip shall also include a Five and 00/100 Dollars (\$5.00) fee per passenger.

Schedule B

Description of Services to be Performed: During the Initial Term and any Renewal Term, Laketran shall generally provide transportation services for group trips of the WSC, as determined by Laketran and WSC with specifically defined dates/times/locations provided by WSC representatives and authorized by Laketran as acceptable by (a) time; (b) location of service; and (c) vehicle availability. No overnight service shall be provided.

Laketran will provide up to twenty-five (25) trips for each Term.

In connection with the provision of Services, Laketran shall provide all necessary equipment and supplies in order to effectuate its provision of the Services. Laketran shall hire, train and manage all necessary staff, dispatchers, drivers and other personnel in connection with such personnel's provision of the Services. Laketran shall maintain and manage a communications/dispatch system that will enable Laketran to effectuate its rendering of the Services.

Laketran shall ensure that each vehicle shall be in good repair and operating condition (e.g., meeting, and displaying, up-to-date proof of all applicable certifications, registrations, and safety compliance permits).

All drivers provided by Laketran in connection with the effectuation of the Services have valid commercial driver's licenses at the time of the Services and have the legal right to operate the vehicles without encumbrances of any kind.

Laketran shall be U.S. Department of Transportation (USDOT) approved and provide proof of current operating authority from the Federal Highway Administration if the trip will cross state lines.

ORDINANCE 2026- 3

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2026 ENERGIZED COMMUNITY GRANT AND DECLARING AN EMERGENCY

WHEREAS, the City of Willowick, Ohio (the “GRANTEE”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2026 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s); and

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

SECTION 1. This Council of the GRANTEE (the “Council”) finds and determines that it is in the best interest of the GRANTEE to enter into the Grant Agreement to accept the NEC Grant(s) for 2026, and authorizes the: Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the GRANTEE; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor of the GRANTEE.

Adopted by Council: _____, 2026

Monica Koudela, Council President

Submitted to the Mayor: _____, 2026

Michael Vanni, Mayor

Approved by the Mayor: _____, 2026

ATTEST: _____

Alyssa Moran, Clerk of Council



NOPEC Energized Community (NEC) Grant 2026 Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2026, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Director of Economic Development and Community Investment will have oversight and day-to-day management responsibility for the program.

Deadlines: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2026. Any grant funds not accepted, with an approved community profile by June 30, 2026, will be returned to the grant pool. Grant funds must be drawn down via disbursement request by November 30, 2028. Funds not drawn down by that date will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1, 2026, will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program on January 1, 2026, only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only on January 1, 2026, will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of the metered accounts enrolled for a minimum of three consecutive months will be applied. The minimum grant amount will not be less than \$250.00 for all eligible communities.

Member counties will also receive grants based on the communities and programs enrolled through the county membership. Grants will be calculated using the same averaging method as the community grants. County members will receive [\$1.50] for

gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities and counties will be notified by letter in January 2026 of the grant amount available for its use. Each community must enter into a grant agreement, if required, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the profile and disbursement request processes, will be completed, and submitted online.

Processing: The first step for the NEC grant program is completing the community profile. Returning users may use the same account created in prior years and new grant representatives will create a community profile in the online grant program for a new community.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2026. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete disbursement requests to draw down their accepted NEC Grant funds. New requests will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., invoices, AIA forms, or receipts) must be attached. All disbursement requests must be submitted electronically in the grant system. NEC Grant funds must be drawn down using the first in first out (FIFO) accounting method, meaning communities must draw down previous NEC Grant award balances prior to accessing the 2026 award.

Staff will review each request to determine if it meets the criteria and formally approve each project funded. Communities may begin the work during the review process, but it does not guarantee funding approval. Work that is determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible uses include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal solar, and tree canopy restoration. Streetlights and traffic lights are also eligible if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging

stations and emergency generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

In addition to the projects listed above, communities may use grant funds for the lease or purchase costs of plug-in electric vehicles. Hybrid vehicles may be eligible in communities where charging station infrastructure cannot support full EVs.

Grant funds may be used to establish a fund within a community for on-going energy efficiency or infrastructure updates. The parameters of the fund and its usage must be detailed and focused. These will be reviewed on a case-by-case basis.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefiting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional uses are eligible. Each community must request its own grant funds for a multi-jurisdictional use. Non-NOPEC members may be part of a multi-jurisdictional use but will not be eligible for any grant funds from NOPEC.

If a community completed work that meets the eligibility requirements within the previous calendar year it may submit that project for the grant.

If a member community conducts an energy audit for the proposed work, audit costs may be defrayed with grant funds. The audit must be performed by a credentialed professional.

Once the request is reviewed and approved, the community will receive written confirmation. Each approved request will become an exhibit to the Grant Agreement. A member community must be a member in good standing of the Northeast Ohio Public Energy Council, as defined in the NOPEC, Inc. Grant Agreement with the community, at the time of written confirmation and at the time of disbursement to receive a 2026 NEC Grant award.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or work, in accordance with local requirements, with qualified professionals. Disbursements will be made until funds have been depleted. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. For existing NOPEC communities 2026 NEC Grant awards will become available for disbursement after the community has an approved 2026 profile.

This is not a reimbursement grant, i.e., communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) with appropriate supporting documents submitted on-line. Appropriate

supporting documents include invoices or AIA forms for work completed or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests.

The Director of Economic Development and Community Investment will review all disbursement requests and submit them for processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The Director of Economic Development and Community Investment will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program, including whether a community is a member in good standing of NOPEC, shall be final, conclusive, and binding on all grant recipients.

NOPEC Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.

Ideas for 2026 Grant Projects

Grants can be used for **government, residential, and commercial properties**. Here are some examples of what you can do with your grant dollars:

- Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances



Item #3.

Secure Your Grant Dollars

Step 1:

Submit Profile at nopecgrants.org —
Due by June 30th, 2026

A. Accept funds by passing community legislation

B. Complete grant agreement

Step 2:

Draw Funds — Due by November 30th, 2028

A. Submit disbursement requests

Questions?

Contact Jessica Renner, Director of Economic Development & Community Investment,
at grants@nopecinc.org

NOPEC 2026 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and _____, _____ County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2026 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. Grant of Funds. Grantor hereby grants a NOPEC Energized 2026 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. Use of Funds. Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2028. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2026 Grant year.

3. Accounting of Funds. Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. Term. The Parties agree that this Agreement shall begin on January 1, 2026, and shall expire on December 31, 2026, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. Renewable Energy Credits. Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. Records, Access and Maintenance. Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. Property and Equipment Purchases. All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. Inability to Perform. In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. Dispute Resolution. In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. Termination.

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. Effects of Termination.

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. Liability. Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. Compliance with Laws. Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. Miscellaneous.

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: _____

Name: _____

_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2026 Energized Community Grant Agreement.]

ORDINANCE NO. 2026-4

AN ORDINANCE ESTABLISHING THE 2026 FEE SCHEDULE FOR THE WILLOWICK RECREATION DEPARTMENT, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS the orderly operation of the Willowick Recreation Department necessitates that establishment of a fee schedule for the use of City facilities by residents and non-residents of the City of Willowick, as well as the City's provision of recreational programming and activities for residents and non-residents by the City of Willowick Recreation Department.

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

Section 1. Effective January 1, 2026, the following fee schedule for residents and non-residents shall be established in the Willowick Recreation Department:

Facility Usage Fees	
Community Center	Resident \$450 Resident Deposit \$100 Non-resident \$800 Non-resident Deposit \$200
Dudley	Resident \$300 Resident Deposit \$100 Non-resident \$500 Non-resident Deposit \$200
Dudley Pavilion	Resident (only) \$50
Manry Meeting Room	Resident (only) \$90/3 hours
Manry Gym	Resident \$175 hour Non-resident \$275 hour
Gym/Room Party Package	Resident (only) \$350/3 hours
Manry Pavilion	Resident (only) \$50
Baseball Fields/Youth Leagues/School sport	\$75.00/\$25 to \$50 an hour
Pool Parties	Deposit \$25.00 Resident \$400 Non-resident \$500

Program Fees	
Recreation/Senior Membership Tag	Resident \$15 Non-resident \$20 All Renewal \$10 Lost tag \$5
Swim passes	Resident (child) \$70 Resident (adult) \$60

	Resident(family of 5)\$250 + \$35 over 5 Senior \$20
General pool admission	\$10.00/person
Learn to Swim Lessons	Resident \$75 Infant Class \$40 Non-resident \$150 Infant Class \$50
Camp	Resident \$950/\$150 a week 4 or more (Willowick summer school kids only) Non-resident \$1900
Camp (Before/After Care)	Resident \$150 Non-resident \$175
Open Gym	Youth \$5 Adult \$10 10 visits for \$20.00 (punch card for Willoughby-Eastlake students only)
Youth Basketball / Youth Programs	Resident \$45 to \$125 / a player Non-resident \$55 to \$135/ a player
Youth Baseball /Softball	Resident \$50 to \$100/ a player Non-resident \$50.00 to \$100 / a player + \$10.00
Special Needs (Basketball/Softball)	\$40 / a player
Adult Athletic Leagues	Entry fee \$150/team Non-resident \$20 /a player
Flea Market	\$20/\$30/table
Craft Fair	\$40.00/table
Safety Town Programs - Contract Instructor	Resident \$45Non-resident \$55 Pay City 30% of class participants per session
Pickleball	\$5/day or 10 for \$30 (punch card)
Officials/Umpire	\$15 to \$50/game

Section 3. That all ordinances or parts thereof in conflict herewith be and the same are hereby repealed.

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

Adopted by Council: _____, 2026

Monica Koudela, Council President

Submitted to the Mayor: _____, 2026

Michael Vanni, Mayor

Approved by the Mayor: _____, 2026

ATTEST:

Alyssa Moran, Clerk of Council

ORDINANCE NO. 2026 - 5

AN ORDINANCE AMENDING ORDINANCE 2026- TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM The General Fund (101); The SCM&R Fund (202); Fire Emergency Rescue Fund (208); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

e

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, 2026, 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 Department**

Wages - Overtime	101.102.5199	12,110.00
		12,110.00

Service Department

Gas & Oil	101.704.5420	5,664.77
		5,664.77

Municipal Courts

Municipal Courts	101.706.5315	2,500.00
		2,500.00

Land & Building Department

Wages - Overtime	101.708.5199	2,800.00
		2,800.00

TOTAL GENERAL FUND: **23,074.77**

SECTION 3. That there be appropriated from the SCM&R Fund:

Transportation Department

Wages - Overtime	202.601.5199	8,400.00
		8,400.00

TOTAL SCM&R Fund: **8,400.00**

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

Fire Department

Wages - Overtime	208.102.5199	9,090.00
		9,090.00

TOTAL Fire Emergency Rescue Fund: **9,090.00**

TOTAL ALL FUNDS	40,564.77
------------------------	------------------

SECTION 5. That the Finance Director is hereby authorized to make expenditures or payments from any of the

SECTION 6. All formal actions of this Council concerning the passage of this Ordinance were adopted in an open

SECTION 7. That the Clerk of Council be and she is hereby requested to deliver a certified copy of this Ordinance to

SECTION 8. That this Ordinance is hereby declared and determined to be an emergency measure necessary for the

PASSED: _____, 2026

**Submitted to the Mayor for his approval
on _____, 2026**

Council President

Approved by the Mayor on

ATTEST:

_____ , 2026

Clerk of Council

Mayor



City of Willowick
WILLOWICK TAX INCENTIVE REVIEW COUNCIL

Monday, December 22, 2025 at 11:00 AM
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 of Allegiance to the Flag

Roll Call

Approval of Minutes

- 1) Willowick Tax Incentive Review Council meeting minutes – December 30, 2024

Remarks – Old Business

- 1) Review and Discuss the 2025 Company Report for Shoregate Station, LLC

Remarks – New Business

Miscellaneous

Adjournment



City of Willowick
WILLOWICK TAX INCENTIVE REVIEW COUNCIL

Monday, December 30th, 2024 at 11:30am
 Willowick 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

1. Call meeting to order

Chairman Galloway called the December 30th, 2024 Willowick Tax Incentive Review Council meeting to order at 11:39am.

Roll call

PRESENT

Chairman Galloway
 Sean Brennan
 Mayor Mike Vanni
 Cheryl Benedict
 Nick Ciarniello

ABSENT

Charlie Malta
 Patrick Mohorcic

Approval of minutes

Willowick Tax Incentive Review Council Minutes – December 29th, 2023

Motion made to approve the December 29th, 2023 Willowick Tax Incentive Review Council meeting minutes by Mayor Vanni, Seconded by Chairman Galloway.

Voting Yea: Chairman Galloway, Sean Brennan, Mayor Mike Vanni, Cheryl Benedict, Nick Ciarniello

Old business

Review and discuss the 2024 Company Report for Shoregate Station, LLC.

Sean Brennan stated that he provided the board with a copy of last year's report, this year's report as well as a site plan of the property and stated that almost all of the units are occupied with the exception of one vacant (unit G, right beside Zeppe's Pizza). He advised that in 2024 Zeppe's opened. Mr. Brennan stated that the owners of the building plan to have that vacant unit occupied in 2025. Chairman Galloway asked if the city was pleased with the progress, Mayor Vanni answered that the progress was a

bit slower than anticipated however he is happy with the progress. The businesses occupying all the units, their business is doing well, which is the most important.

Motion made to continue (2025) the tax incentive for Shoregate Station, LLC by Sean Brennan, Seconded by Mayor Vanni

Voting Yea: Chairman Galloway, Sean Brennan, Mayor Mike Vanni, Cheryl Benedict, Nick Ciarniello

New business

None.

Miscellaneous

Resolution terminating Community Reinvestment area agreement and tax abatement for Cleveland Pizza – Located at 31222 Vine Street

Sean Brennan stated that at the last meeting held this was discussed because the business pulled out of opening due to funding. They then decided to sell the property, which they did sell. He stated that we had to do a resolution and submit to Willowick City Council and they approved it back on March of 2024 to remove Cleveland Pizza. Chairman Galloway clarified that nothing needs done on this end, Mr. Brennan advised that is correct, he just wanted the board to be made aware. Chairman Galloway asked about what is taking place at this location now that it has been sold. Mr. Brennan stated that the property was sold to CLE Electric and they have already gone through the submittal process to revamp that location. The plan is to open up their business in the back of the building and make improvements on the property.

It was asked if they are looking for an incentive on that, Chairman Brennan stated that they are not at this time.

Mr. Brennan advised that this business was approved at Council at their last meeting for their type of business in a retail district, because the business is a service based business. The back half will be for a warehouse and electrical repairs being done off site. The front half will be used as retail.

Adjournment

Motion made to adjourn the December 30th, 2024 Willowick Tax Incentive Review Council meeting at 11:46am by Mayor Vanni , Seconded by Nick Ciarniello

Voting Yea: Chairman Galloway, Sean Brennan, Mayor Mike Vanni, Cheryl Benedict, Nick Ciarniello

Chairman Galloway

Date Signed



2025 COMPANY REPORT

CRA# 085-85638-221 Agreement # 20-001

Please provide the appropriate information for the following questions pertaining to each CRA project.
Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: Shoregate Station, LLC
2. Name the Local Governmental Jurisdiction(s) where the project is located: *County:* Lake County
City, Municipality, or Township: Willowick
Local School District: Willoughby - Eastlake
3. List the CRA Agreement:
 - a. Execution Date 06/12/2020
 - b. Expiration Date 11/30/2038
 - c. Amendment date(s) (please list all) N/A
4. State the baseline total full-time permanent employment of the enterprise:
 - a. At the facility prior to the CRA agreement: 0 *Payroll:* \$0
 - b. In Ohio prior to the CRA agreement: 0
5. Did the enterprise close or reduce employment at another site:
 - a. Within Ohio as a result of this agreement? (Y or N): N If yes, note community(s) and the number of full-time permanent jobs effected:
Community: _____
Jobs: _____
 - b. Outside Ohio as a result of this agreement? (Y or N): N If yes, note the state and number of full-time permanent jobs effected:
State: _____
Jobs: _____
6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement
Retain: N/A
Create: 6
7. Note the job creation period in months outlined within the CRA Agreement (#months): 36 Months
8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:
Retain Payroll: N/A
New Payroll: \$425,000
9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:
Real Property: \$2,750,000
Eligible for exemption: \$2,750,000
10. State the tax exemption rates and terms granted to the business under the CRA Agreement: 50 % 15 yrs.

Actual CRA Project Information as of December 31, 2025**Project still under construction?** Yes No**If yes, supply construction wages:** _____

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:
 a. As of 12/31/2025 Estimated 16 between tenants open
 b. New jobs created attributed to the CRA Agreement Estimated 16 between tenants open
 c. Jobs retained attributed to the CRA Agreement: N/A

12. Identify total actual annual payroll as of 12/31/2022 attributed to the new employment (11b) resulting from the CRA Agreement: \$ Estimated to be \$720,000

13. a. State the project investment level achieved as of 12/31/2022
Real Property: \$ 3,900,000
Real Property Eligible for Exemption: \$ 3,900,000
Personal Property: \$ \$0

b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2022 (revenues should be reflective of values in question 13a above) (use best available information):
Real Property Taxes Paid: \$ _____
Real Property Taxes forgone (business savings for most current year): \$ _____
Personal Property Taxes Paid: \$ _____

c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2022 (use best available information):
Cumulative Real Property Taxes Paid: \$ _____
Cumulative Real Property Taxes Forgone (total business savings to date): \$ _____
Cumulative Personal Property Taxes Paid: \$ _____

d. State the total estimate value of any other incentive provided by the local authorities under the CRA: \$ _____

14. Date of most recent Tax Incentive Review Council (TIRC) review of this project:
 a. TIRC recommendations from most recent compliance review:
 b. Local government action/status: _____

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2022

ENTERPRISE'S AUTHORIZED REPRESENTATIVE:

Thomas Meyers
 Signature

11/25/2025

Date

Thomas Meyers - VP
 Typed Name/Title

RESOLUTION NO. 2026- 5

A RESOLUTION AUTHORIZING THE MAYOR TO CONTINUE THE COMMUNITY REINVESTMENT AREA AGREEMENT WITH THE PHILLIPS EDISON GROUP, LLC SHOREGATE STATION, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Willowick has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, The Phillips Edison Group, LLC and Shoregate Station, LLC, is desirous of continuing to develop, gain tenants and employees at 29700-30450 Lake Shore Boulevard, within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Council of the City of Willowick, Ohio by Ordinance No. 2019-05 passed on March 19, 2019, designated the area as a Community Reinvestment Area pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective May 29, 2019, the Director of Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 2019-05 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, pursuant to Section 3735.67(A), if construction or remodeling of commercial property is to be exempted from taxation pursuant to Section 3735.67 of the Ohio Revised Code, the City and the property owner must enter into a written agreement setting forth the terms of their Agreement; and

WHEREAS, the Lake County TIRC has recommended continuation of the Agreement authorized by this Council on June 2, 2020, through Resolution 2020-20, as the project is qualified to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Willowick.

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

Section 1. That the Mayor is authorized to execute and continue the Commercial Reinvestment Area Agreement with The Phillips Edison Group, LLC and Shoregate Station, LLC.

Section 2. That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

Adopted by Council: _____, 2026

Monica Koudela, Council President

Submitted to the Mayor: _____, 2026

Michael Vanni, Mayor

Approved by the Mayor: _____, 2026

ATTEST: _____

Alyssa Moran, Clerk of Council



Item #8.

Ohio Emergency Management Agency

FY2024 State and Local Cybersecurity Grant Program

Local Consent Agreement

I, Michael Vanni (printed name), the authorized official on
 behalf of (the "Local Governmental Entity"),
 located at (address)

hereby expressly consent to the State of Ohio's State Administrative Agency (SAA), namely the Ohio Emergency Management Agency (OEMA), undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for federal Fiscal Year (FY) 2024, Funding Opportunity Number DHS-24-GPD-137-00-99, as authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g(n)(2)):

1. Pass through items, services, capabilities, and activities in lieu of federal funding to local governments and rural areas on a statewide basis and with a minimum value of:
 - a. For local governments: \$2,626,319.00 total, or 34% of the State of Ohio's total FY2024 SLCGP federal grant award of \$7,736,398.00.
 - b. For rural areas: \$656,580.00, or 8.5% of Ohio's total FY2024 federal grant award.
2. Utilize FY 2024 SLCGP grant funding for the following projects approved in the State of Ohio Cybersecurity Plan on behalf and for the benefit of local governments (including rural areas):
 - a. \$1,707,107.00 for Cybersecurity Training - Gateway 1
 - b. \$787,895.00 for Cybersecurity Training - Gateway 2
 - c. \$131,317.00 for Cybersecurity Training - Gateway 3

(Please click on the check box(es) associated with the project(s) for which your local government entity would like to participate in/benefit from.)

This consent is given freely and with the understanding that the Local Governmental Entity is receiving items, services, capabilities, and activities (e.g., hardware, software, services) in lieu of direct funding from the State of Ohio's FY 2024 SLCGP grant award. This consent is only effective for FY 2024 SLCGP federal funds and applies only to that portion of federal funding that will specifically benefit the Local Governmental Entity.

Email Address: mvanni@cityofwillowick.com

Daytime Phone Number:

Signature:

Title:

Date:



Item #9.

Ohio Emergency Management Agency

FY2022 State and Local Cybersecurity Grant Program

Local Consent Agreement

I, Michael Vanni (printed name), the authorized official on
 behalf of (the “Local Governmental Entity”),
 located at (address)

hereby expressly consent to the State of Ohio’s State Administrative Agency (SAA), namely the Ohio Emergency Management Agency (OEMA), undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for federal Fiscal Year (FY) 2022, Funding Opportunity Number DHS-22-137-000-01, as authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g(n)(2)):

1. Pass through items, services, capabilities, and activities in lieu of federal funding to local governments and rural areas on a statewide basis and with a minimum value of:
 - a. For local governments: \$4,350,620 total, or 87% of the State of Ohio's total FY2022 SLCGP federal grant award of \$4,978,235.
 - b. For rural areas: \$1,244,558.75, or 25% of Ohio's total FY2022 federal grant award.

2. Utilize FY 2022 SLCGP grant funding for the following projects approved in the State of Ohio Cybersecurity Plan on behalf and for the benefit of local governments (including rural areas):
 - a. \$2,175,310 for Cybersecurity Training - Gateway 1
 - b. \$1,522,717 for Cybersecurity Training - Gateway 2
 - c. \$652,593 for Cybersecurity Training - Gateway 3

(Please click on the check box(es) associated with the project(s) for which your local government entity would like to participate in/benefit from.)

This consent is given freely and with the understanding that the Local Governmental Entity is receiving items, services, capabilities, and activities (e.g., hardware, software, services) in lieu of direct funding from the State of Ohio's FY 2022 SLCGP grant award. This consent is only effective for FY 2022 SLCGP federal funds and applies only to that portion of federal funding that will specifically benefit the Local Governmental Entity.

Email Address: mvanni@cityofwillowick.com

Daytime Phone Number:

Signature:

Title:

Date: