



**City of Willowick**  
**PLAN REVIEW BOARD**  
Thursday, February 08, 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.

**AGENDA**

1. **Call meeting to order**
2. **Roll call**
3. **Approval of minutes**
  1. Plan Review Board minutes - January 11th, 2024
4. **New business**
  1. Farmers Insurance Dylan Petrone Agency - Located at 31813 Vine Street
  2. Kentucky Fried Chicken - Located at 29050 Lakeshore Blvd.
  3. Cast Iron Kitchen - Located at 1245 E 305th Street
5. **Public portion**
6. **Old business**
7. **Miscellaneous**
8. **Adjournment**



**City of Willowick**  
**PLAN REVIEW BOARD**  
Thursday, January 11, 2024 at 3:00 PM  
Willowick Building & Service Center

**ADA NOTICE**

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**MINUTES**

**Mayor Vanni appointed Michael Lazor as the resident member of the Plan Review Board. Mayor Vanni appointed Ken Pintar as the alternate member of the Plan Review Board. Ken Pintar is also a resident.**

**Call meeting to order**

Acting Chairman McLaughlin called the January 11th, 2024, Plan Review Board meeting to order at 3:00pm.

**Roll call**

**PRESENT**

Acting Chairman McLaughlin  
Chief Daubenmire  
Chief Malovrh Jr.  
Mike Lazor

**ALSO PRESENT**

Ken Pintar

**ABSENT**

Chairman Brennan

**Approval of minutes**

Plan Review Board Minutes - December 14th, 2023

Motion made to approve the December 14th, 2023, Plan Review board meeting minutes by Mike Lazor, Seconded by Acting Chairman McLaughlin.

Voting Yea: Acting Chairman McLaughlin, Chief Daubenmire, Chief Malovrh Jr., Mike Lazor

**New business**

Salon Studio 723 - Located at 250 E. 312th Street

Acting Chairman McLaughlin advised the board that Salon Studio 723 submitted an application, floor plan and letter of intent for Salon Studio 723 located at 250 E. 312th street. He advised that as this location is in a retail district this business is permitted. Lawonna Minster was present representing Salon Studio 723. She advised the board that she currently has a salon in Euclid, OH, she is looking to move to 250 E. 312th street because the location is bigger and closer to home. The services that her salon provides is natural hair, shampoo/blow dry, braids, hair coloring services, esthetician services, facials, services such as that. The services that her salon provides is for woman, children, men and elderly. Acting Chairman McLaughlin advised Lawonna that per 1145.03 this business being a serviced based business needs to be sent and approved by Planning Commission and then City Council. He let her know that Chief Brennan will be in contact with her regarding the next steps. There was some discussion regarding the timeline of the meetings as she is trying to make the transition to the new location as smooth as possible, meeting dates were provided.

Motion made to approve Salon Studio 723 - Located at 250 E. 312th Street pending approval from Planning Commission and City Council by Mike Lazor, Seconded by Acting Chairman McLaughlin. Voting Yea: Acting Chairman McLaughlin, Chief Daubenmire, Chief Malovrh Jr., Mike Lazor

### **Public portion**

Public portion was open and closed at 3:07pm with no public present.

### **Old business**

None.

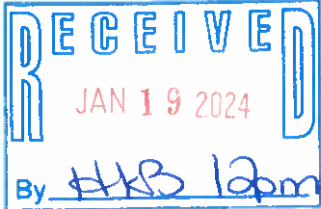
### **Miscellaneous**

None.

### **Adjournment**

Motion made to adjourn the January 11th, 2024, Plan Review Board meeting at 3:09pm by Mike Lazor, Seconded by Acting Chairman McLaughlin.

Voting Yea: Acting Chairman McLaughlin, Chief Daubenmire, Chief Malovrh Jr., Mike Lazor



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

PERMIT FEE: \$50.00  
DATE: \_\_\_\_\_

Location of Occupancy: \_\_\_\_\_ Business Name: FARMERS INSURANCE DYLAN PETRONE AGENCY  
Business Owner's Name & Address: (ADDRESS) DYLAN PETRONE  
CITY/STATE/ZIP: 31813 VINE STREET WILLOWICK OHIO 44095  
Telephone Number: 440-585-9202 Fax Number: 440-399-0939 Federal ID Number: 271-96-2994  
Or Social Security Number

OWNER OF PROPERTY/NAME/ADDRESS/TELEPHONE NUMBER: ZIAD "SAM" DAROWICH 28895 LORAIN RD.  
#105 NORTH OLMSIED, OHIO 44070 440-346-0054

SUBMIT NEW DETAILED FLOOR PLAN: 700 SQ. FT. HABITABLE FLOOR AREA FOR OCCUPANCY: 700 Sqft  
Building Size: N/A Total Number Of Employees: 1

Intended Number of Occupants: \_\_\_\_\_ Total Number of Seating: 6  
Site Plan With Number of Paved Parking Spaces 5 Hours Of Operation: 9A-5p M-F

Letter of Intent: \_\_\_\_\_ Previous Use: Insurance Proposed Use: Insurance

NAME OF PRINCIPAL OR CONTACT PERSON FOR NEW BUSINESS: DYLAN PETRONE  
Home Address/City/Zip: 1831 HAWKING, WILLOWICK 44092 Telephone Number: 216-308-3727

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: [Signature] Date: 01/19/24

Office use only:

Zoning District: \_\_\_\_\_ Authorized Occupants: \_\_\_\_\_

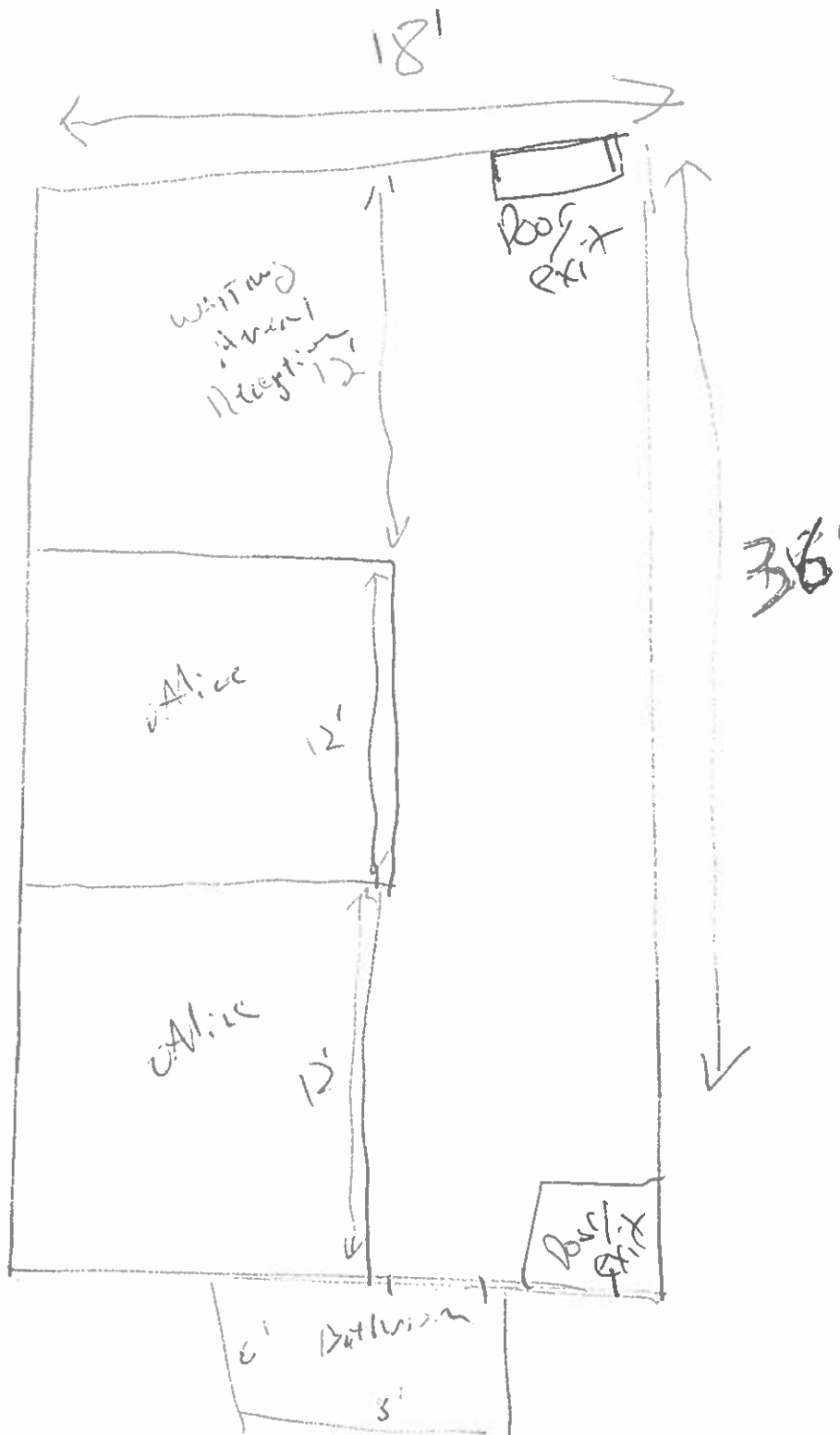
TEMPORARY APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

Zoning Dept. Inspected by: \_\_\_\_\_ DATE: \_\_\_\_\_

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.





**The Petrone Agency**  
31813 Vine Street  
Willowick, Ohio 44095  
440 585-9200

January 18, 2024

To Whom It May Concern:

Please accept this letter of intent to rename the John Petrone Agency, Farmers Insurance to the Dylan Petrone Agency, Farmers Insurance, located at 31813 Vines Street in Willowick. Dylan is my son and is taking over the operation of our agency.

Thank you,

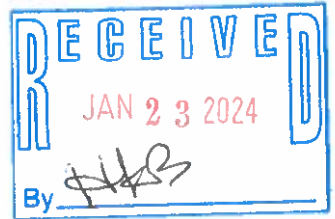
A handwritten signature in black ink, appearing to read "John Petrone".

A handwritten signature in black ink, appearing to read "x Dylan Petrone".  

---

Dylan Petrone

John Petrone  
Dylan Petrone  
The Petrone Agency  
31813 Vine St. Willowick, Ohio 44095  
john@petroneagency.com



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

PERMIT FEE: \$60.00  
DATE: 01/18/2024

Location of Occupancy: 29050 Lakeshore Blvd Willowick, OH 44095 Business Name: Kentucky Fried Chicken

Business Owner's Name & Address: FRSK, LLC DBA KFP FOODS, 1141 Overbrook Rd, Ste 400

CITY/STATE/ZIP: Leawood, KS 66011

Telephone Number: 913-469-1112 Fax Number: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_  
Or Social Security Number

OWNER OF PROPERTY/NAME/ADDRESS/TELEPHONE NUMBER: LE Trio, LLC, 1536 Alturas Dr., Suite 300 Burlingame, CA 94010

SUBMIT NEW DETAILED FLOOR PLAN: \_\_\_\_\_ SQ. FT. HABITABLE FLOOR AREA FOR OCCUPANCY: 3,104

Building Size: 3,104 sq ft Total Number Of Employees: 19

Intended Number of Occupants: \_\_\_\_\_ Total Number of Seating: 69

Site Plan With Number of Paved Parking Spaces 20 Hours Of Operation: Sun-Thurs: 10am-11pm Fri-Sat: 10am-12am

Letter of Intent: Attached Previous Use: \_\_\_\_\_ Proposed Use: \_\_\_\_\_

NAME OF PRINCIPAL OR CONTACT PERSON FOR NEW BUSINESS: Kelsey Moore

Home Address/City/Zip: 1141 Overbrook Rd, Ste 400 Leawood, KS 66011 Telephone Number: 913-356-6334

*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: Kelsey Moore Date: 01/18/2024

Official use only:

Zoning District: \_\_\_\_\_ Authorized Occupants: \_\_\_\_\_

TEMPORARY APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

Zoning Dept. Inspected by: \_\_\_\_\_ DATE: \_\_\_\_\_

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.



**Strictly Confidential**

February 9, 2021

To whom it may concern -

KBP Investments, LLC ("KBP", "we" or "our") was formed in 1999 and is the largest KFC franchisee in the United States currently operating approximately 780 restaurants representing 18% of the domestic KFC system. KBP operates restaurants in more than 20 states including a strong presence in Ohio. We are one of the top 10 largest QSR franchisees of any brand in the United States.

KBP has completed more than 50 acquisitions in the past seven years and has closed all acquisitions in which we have signed a letter of intent and engaged in negotiations with a seller regarding an asset purchase agreement.

We have a dedicated team of deal professionals led by me that focuses its entire attention on growing KBP's business via strategic acquisitions. We have built this team to ensure that we execute transactions in an efficient manner saving KBP as well as its counterparties both time and money.

In selecting KBP as an acquisition partner, you ("Owner") will get the following:

- A buyer who is the largest KFC franchisee & top 10 QSR franchisee across all brands in the US
- An in-house acquisition team with the technical expertise and necessary third-party resources required to navigate the complex aspects of the restaurant acquisition process
- An approved KFC growth partner that has had the full support of the KFC brand
- A well-capitalized buyer with no financing contingency
- Direct interaction with key decision makers
- Devoted and experienced deal professionals that are not distracted by operational responsibilities that may cause delays or costs in the transaction process

We are pleased to present the following letter of intent (this "LOI") to acquire your three restaurants and underlying real estate (the "Assets") as detailed on Exhibit A from Greg Federico Inc. and John Federico Inc. (the "Selling Entity") on the following terms (the "Proposed Transaction"):

- 1) **Purchase Consideration** – Based on our review of the information provided to date, subject to the terms and conditions set forth herein and in the APA (as defined below), KBP proposes paying ("Purchase Price") in cash at the closing of the Proposed Transaction (the "Closing") to acquire the Assets on a cash, liability, debt, and lien-free basis.

10950 Grandview Drive, Suite 300, Overland Park, KS 66210





PASSION FOR EXCELLENCE

- 2) **Financing** – KBP has adequate resources to finance the Proposed Transaction and will have no financing contingency to consummate the Proposed Transaction.
- 3) **Employees** – Subject to KBP’s customary employment qualifications and standards, KBP will offer to hire all relevant store level employees at their current wage rate. KBP will have the ability to meet with salaried employees 4 weeks ahead of the Closing to introduce our organization and facilitate a smooth transition.
- 4) **Asset Purchase Agreement** – KBP will draft an Asset Purchase Agreement (the “APA”) containing representations & warranties, covenants, conditions to close, indemnification provisions and a Purchase Price adjustment consistent with transactions of this size in the quick service restaurant industry. This LOI assumes the Assets are in reasonable condition and repair and fit for their intended purpose of operating a fully functional KFC (and where applicable co-brand) quick service restaurant. The purchase price assumes the assets are free of any material title or environmental issues. The parties will prorate items to the extent identifiable at the Closing, including, but not limited to, real estate taxes and rebates. The APA will stipulate that the transaction with you will close simultaneous to the closing of the East Region Corp. transaction and should the East Region Corp. transaction not proceed for any reason, KBP will have the option to terminate the APA with you without recourse.
- 5) **KFC Approval** – KBP is an approved growth partner of KFC and we anticipate no issue in obtaining KFC approval to the Proposed Transaction. We encourage you to speak with KFC regarding our ability to continue to grow should you desire.
- 6) **Time to Closing** – KBP intends to close the transaction within 60 days of signing the APA.
- 7) **Brokerage Fees** – KBP will not be responsible for any brokerage fees paid as a part of the Proposed Transaction, and KBP has not and will not incur any such fees.
- 8) **Ordinary Course of Conduct** – We anticipate that, between the signing of this LOI and the Closing, Owner and the Selling Entities will operate the restaurants in the ordinary course of business consistent with past practice and that no action will be taken (or not be taken) to adversely impact title, operations, or the facilities and equipment of the Assets. We also expect that between the signing of this LOI and the Closing that Owner and the Selling Entities will continue to undertake local marketing and sales initiatives generally consistent with how the business has operated over the previous 12 months. Additionally, management of the operations from a human capital perspective will be conducted in accordance with past practice, including promotions, demotions, terminations, compensation, and bonuses. Owner and the Selling Entities will not transfer employees or equipment to any other business within or outside the restaurant industry after the signing of this LOI.
- 9) **Franchise Compliance** – The offer outlined in this LOI assumes that each of Owner, the Selling Entities and the Assets are, and through the Closing will remain, in compliance with applicable law and with all aspects of any applicable YUM franchise agreements, including, but not limited to, asset, equipment, technology and facility obligations.



- 10) **Exclusivity** – From the date that this LOI is duly executed until forty-five (45) days thereafter, Owner and the Selling Entities shall not, and shall cause all other affiliates, owners, officers, directors, employees, advisors and other agents of each of the Selling Entities not to, directly or indirectly, (i) take any action to solicit, facilitate, encourage or initiate any inquiries or any proposals or offers from any person or group of persons other than KBP and its representatives that may constitute, or could reasonably be expected to lead to, the direct or indirect acquisition of the Assets (including, without limitation, by license or lease or by a direct or indirect acquisition of the Selling Entities) or any part thereof (an “**Alternative Transaction**”), (ii) enter into, continue to initiate or engage in discussions or negotiations with any person or group of persons other than KBP and its representatives with respect to, or disclose any non-public information or data relating to the Assets to any person or group of persons other than KBP and its representatives, or afford access to any other person or group of persons except KBP and its representatives, in each case, with respect to any proposal or offer that constitutes, or could reasonably be expected to result in, an Alternative Transaction or (iii) approve, endorse, recommend or enter into any acquisition agreement, purchase agreement, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to an Alternative Transaction. Owner shall immediately notify KBP in writing if Owner, any Selling Entity or any of their respective officers, directors, employees, advisors or other agents receive, or any of them is made aware of, any inquiry, proposal, solicitation or offer for, or which could reasonably be expected to lead to, an Alternative Transaction. The parties acknowledge and agree that irreparable damage would occur in the event that this paragraph is not performed in accordance with the terms hereof and that the KBP shall be entitled to specific performance of the terms hereof (without the need to prove actual damages or post any bond), in addition to any other remedy in this LOI, at law or in equity.
- 11) **Expenses** – Except as set forth in the APA, each party shall bear their own transaction expenses (to include attorney’s fees); provided, however, that Owner shall reimburse KBP and its affiliates for any out-of-pocket expenses (including, without limitation, all fees and expenses of legal counsel, accountants, consultants and other advisors) incurred in connection with the Proposed Transaction (including KBP’s due diligence review and other efforts to enter into the APA) should Owner or any Selling Entity violate paragraph 10 herein.
- 12) **Confidentiality** – Except (i) as required by law, (ii) for attorneys and consultants as each party may desire to engage in connection with the Proposed Transaction and (iii) for any discussions with KFC regarding the Proposed Transaction, without the prior written consent of the other parties hereto, no party (whether directly or indirectly through one or more of its officers, directors, employees or agents) will make any public comment, statement or communication with respect to, or otherwise disclose or permit disclosure of the existence of discussions regarding, the Proposed Transaction or any of the terms, conditions or other aspects of the Proposed Transaction proposed by this LOI. Each party hereto will be responsible for breaches hereunder by its officers, directors, employees, agents or representatives.



- 13) **Limited Binding Effect; Governing Law; Counterparts** – This LOI is only for the purpose of setting forth a basis upon which KBP may agree to proceed toward the Proposed Transaction. As such, except with respect to this paragraph and paragraphs 10, 11 and 12 (collectively, the “Binding Paragraphs”), this LOI does not represent a binding offer, commitment or agreement with respect to the proposed terms set forth herein. Furthermore, the parties understand KBP is under no obligation to acquire the Assets, to consummate any transaction with Owner or any of the Selling Entities or to continue any discussions or negotiations with respect to the foregoing. The Binding Paragraphs shall be governed and construed by the laws of the State of Delaware, without giving effect to any choice of law or conflicts of laws provisions or rule of any jurisdiction that would cause the substantive laws of any other jurisdiction to apply. Each of the parties hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Delaware Court of Chancery or, if such court lacks jurisdiction, the courts of the State of Delaware and of the United States of America located in Delaware for any actions, suits or proceedings arising out of or relating to the Binding Paragraphs. This LOI may be executed in one or more counterparts, including by PDF, each of which shall be deemed to be an original, but all of which together constitute one instrument. This LOI may not be assigned by any party hereto without prior written consent of the other parties and may not be amended or modified except by an instrument in writing signed by each of the parties hereto.

We believe that the Assets present a compelling investment opportunity and we are enthusiastic about the prospect of pursuing the Proposed Transaction. If you have any questions on this proposal, please feel free to contact me at (816) 309-2638.

Regards,

Barry Dubin  
KBP Investments, LLC

Accepted and Agreed to:

Greg Federico Inc.

John Federico Inc.

By:

Date: 2/11/21

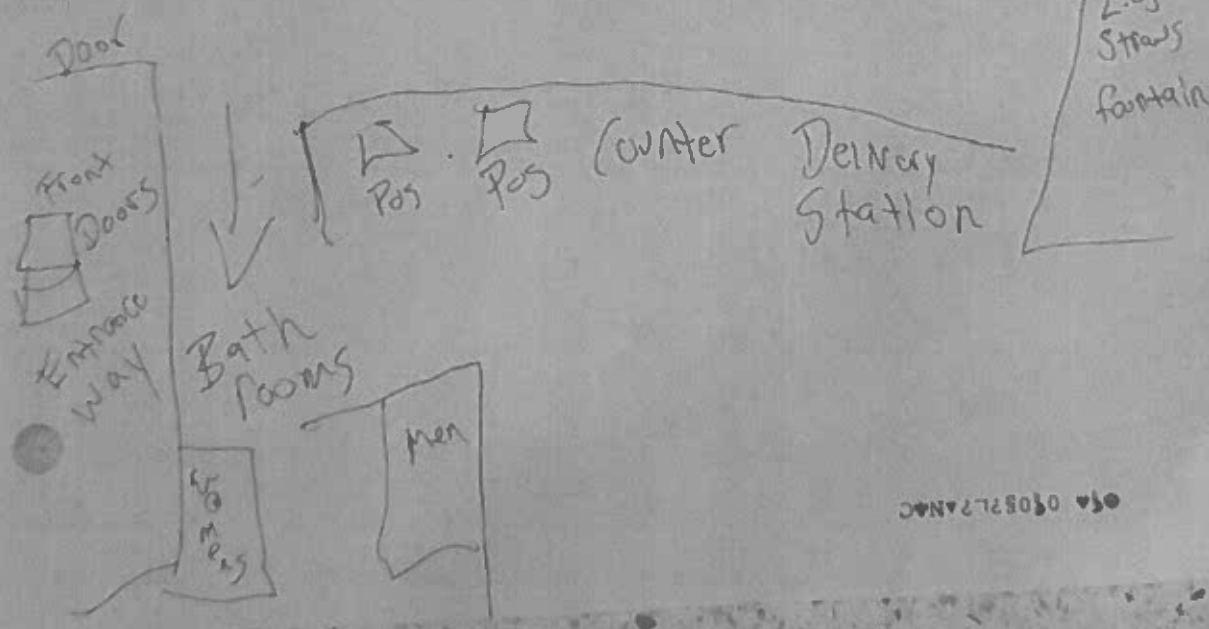
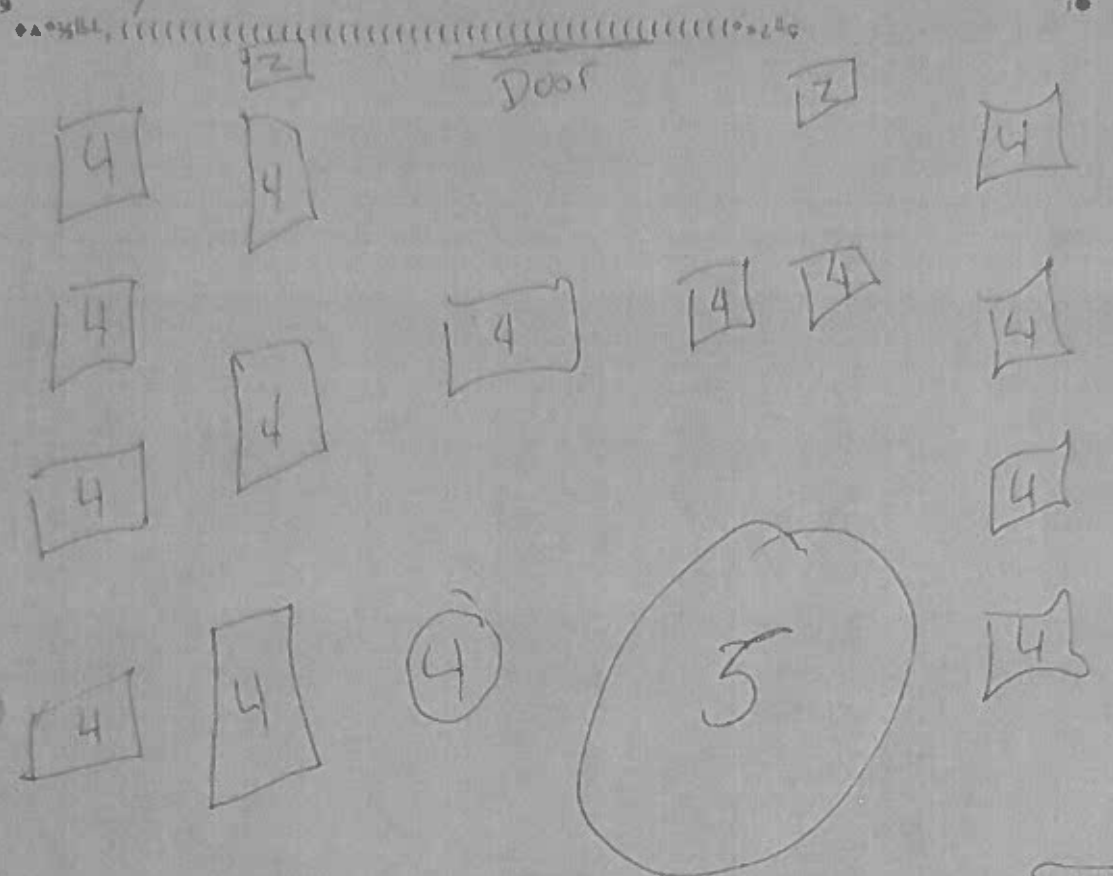


**Exhibit A: List of Assets**

Store #	Store Name	Address	City	State	Type	2020 Sales	2019 Sales	TTM Royalty %	Building Prototype	Next Remodel Yr	Franchise Renewal	Lease/Fee
F702002	Willoughby	34400 Euclid Ave	Willoughby	OH	KFC	1,393,366	1,253,859	4.0%	Am. Showman	2027	1/21/2027	Fee
F702001	Lakeshore	17585 Lakeshore Blvd.	Cleveland	OH	KFC	1,103,206	972,910	4.0%	Am. Showman	2027	6/30/2027	Fee
F555003	Willowick	29050 Lakeshore Blvd.	Willowick	OH	KFC	1,448,396	1,256,742	4.0%	Am. Showman	2027	6/1/2027	Fee

10950 Grandview Drive, Suite 300, Overland Park, KS 66210

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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

PERMIT FEE: \$60.00  
DATE: 11/29/24

Location of Occupancy: 1245 E 305th Business Name: Cast Iron Kitchen  
(ADDRESS)  
Business Owner's Name & Address: Timothy Dylan Aquila 30101 Rickey Lane  
CITY/STATE/ZIP: Wickliffe / Ohio / 44092  
Telephone Number: 440-321-8677 Fax Number: Federal ID Number: 284-04-6228  
Or Social Security Number

OWNER OF PROPERTY/NAME/ADDRESS/TELEPHONE NUMBER: Ed Brkic, 30501 Euclid Ave.  
Willowick Ohio 44092, 216-870-2661

SUBMIT NEW DETAILED FLOOR PLAN: SQ. FT. HABITABLE FLOOR AREA FOR OCCUPANCY: 917 SQ. FT  
Building Size: ~~917 SQ. FT.~~ 60ft x 15.3ft Total Number Of Employees: 1

Intended Number of Occupants: 5 Total Number of Seating: 0  
Site Plan With Number of Paved Parking Spaces 5.5 Hours Of Operation: 9am-4pm

Letter of Intent: Previous Use: Caterer Proposed Use: Prep Kitchen  
NAME OF PRINCIPAL OR CONTACT PERSON FOR NEW BUSINESS: Timothy Dylan Aquila  
Home Address/City/Zip 30101 Rickey Lane Wickliffe Ohio 44092 Telephone Number: 440-321-8677

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: Timothy Dylan Aquila Date: 11/29/24

Office use only  
Zoning District: Authorized Occupants:  
TEMPORARY APPROVED BY: Date:  
Zoning Dept. Inspected by: DATE:  
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

Item #3.

January 29th 2024

City of Willowick Plan Review Board

31230 Vine St, Willowick, OH 44095

Letter of Intent: 1245 East 305th, Willowick, OH 44092

To Whom It May Concern,

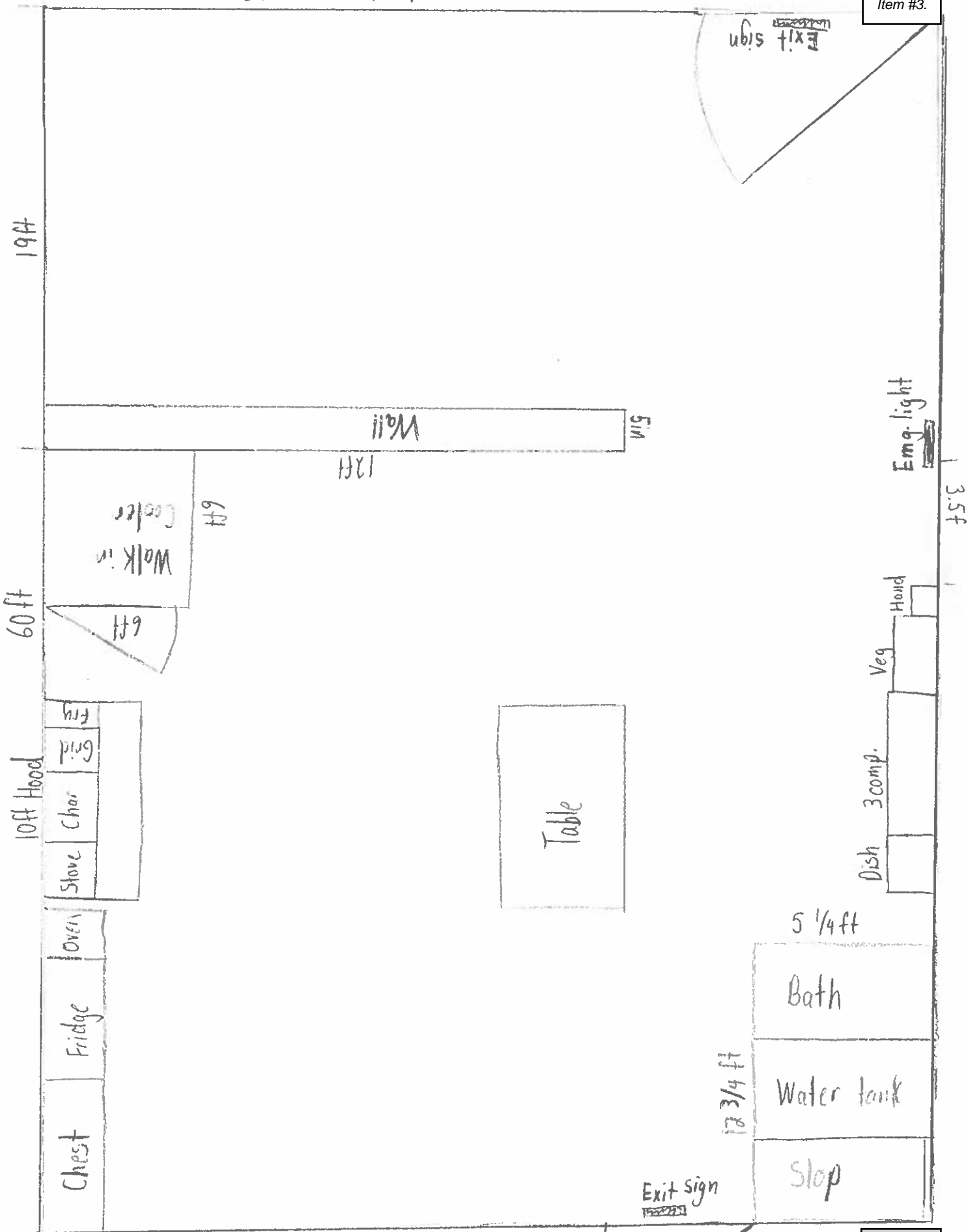
My name is Timothy Dylan Aquila. I am submitting this letter of intent regarding the building located at 1245 East 305th Street. My intentions are to use the kitchen portion of the building to prepare a variety of healthy meals and allow my family commonplace to cook, bake and can. As of now, I have established an LLC in hopes that my food can eventually be sold as single serving prepared meals. My tentative plan would be to accept meal orders Monday through Friday, cook Saturday and deliver meals on Sunday. As of today, I do not plan to provide seating or offer any form of walk in orders.

Sincerely,

Timothy Dylan Aquila

1245 East 30.5th Front

Item #3.



19ft

60ft

12ft

5ft

6ft

6ft

10ft

5 1/4ft

17 3/4ft

3.5ft

Rear

15-16ft

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