



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

Tuesday, June 21, 2022 at 7:30 PM  
City Council Chambers

**ADA NOTICE**

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

**AGENDA**

**CALL MEETING TO ORDER**

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**APPROVAL OF MINUTES**

1. Motion to approve the minutes of the Regular City Council Meeting of June 7, 2022.

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

**ADMINISTRATIVE APPEALS**

2. Administrative Appeal Order No. 2022-9 Parker #1 (Recommended by BZA)

An Order granting a variance and exception of 1' 7" from residence to dwelling to new garage house line with the condition that the gable is reversed in the application of Section 1163.07 of the Codified Ordinances in Board of Zoning Appeals.

3. Administrative Appeal Order No. 2022-10 Parker #2 (Recommended by BZA)

An Order granting a variance and exception of 5' for a new garage to neighbor's dwelling with the condition that the gable is reversed in the application of Section 1163.07 of the Codified Ordinances in Board of Zoning Appeals.

4. Administrative Appeal Order No. 2022-11 Bate (Recommended by BZA)

An Order granting a variance and exception of side yard fencing 41' from the rear house line in the application of Section 1165.07(b) of the Codified Ordinances in Board of Zoning Appeals.

**REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR**

**COUNCIL DISCUSSION OF THE MAYOR'S REPORT**

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

**Service Director** – Todd Shannon

**Recreation Director** – Julie Kless

**City Engineer** – Tim McLaughlin

**Finance Director** – Cheryl Benedict

**Law Director** – Stephanie Landgraf

**Police Chief** – Brian Turner

**Fire Chief** – Joe Tennyson

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

**Economic Development Manager** – Monica Drake

## **WARD MATTERS**

### **PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

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

### **REPORTS OF STANDING COMMITTEES**

**Finance** – Vanni, Bisbee, Koudela

**Safety** – Phares, Malta, Bisbee

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

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

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

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

**Budget** – Vanni, Koudela, Patton

### **LIAISON REPORTS**

**Planning** – Phares/Alternate Koudela

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

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

**Recreation Board** – Bisbee/Alternate Phares

**Plan Review Board** – Antosh

**Hearts & Hammers** – Malta

### **FUND TRANSFERS & BID AUTHORIZATIONS**

### **CONTRACT APPROVALS**

### **INTRODUCTION & CONSIDERATION OF LEGISLATION**

5. Ordinance No. 2022-28 (Law Director)

An Ordinance authorizing the approval of the Collective Bargaining Agreement between the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (sergeants and above), and declaring an emergency.

6. Ordinance No. 2022-29 (Law Director)

An Ordinance amending Chapter 549.10 of the Codified Ordinances of the City of Willowick, Ohio, titled “Weapons and Explosives;” specifically Section 549.10 titled “Fireworks,” and declaring an emergency.

7. Resolution No. 2022-16 (Finance Director)

A Resolution to approve authorizations (Then and Now Certificate) to Motorola Solutions in the amount of \$9,375.00, for the City of Willowick, and declaring an emergency.

8. Resolution No. 2022-17 (Law Director)

A Resolution authorizing the Mayor to apply for, accept, and enter into a Water Pollution Control Loan Fund (WPCLF) agreement on behalf of the City of Willowick for construction of E. 327th Street Sewer Rehabilitation Phase II Wastewater Facilities, designating a dedicated repayment source for the loan, and declaring an emergency.

### MISCELLANEOUS

9. Motion to declare a 1992 Horton International Ambulance, VIN No. 1HTSLPHM6PH473559 Model No. 4700 LP 4X2, as surplus, obsolete, unneeded, unfit for public use, and authorizing its sale or subsequent disposal.
10. Motion authorizing CT Consultants to perform preliminary engineering, prepare final plans and bid documents, advertise and obtain bids, and provide construction engineering services for the E. 327th Street Sewer Rehabilitation – Phase II project for a fee not to exceed \$75,000 in accordance with the Agreement for engineering services.
11. Motion authorizing CT Consultants to readvertise and obtain bids for the Willowick Community Center HVAC Improvements.
12. Motion authorizing Rob Gross to sign purchase orders during the Service Director’s absence from July 13 - July 25, 2022.

### 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, June 07, 2022 at 7:30 PM  
 City Council Chambers

**ADA NOTICE**

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

**MINUTES**

**CALL MEETING TO ORDER**

(Total meetings to date - 10)

The eleventh meeting of Council was called to order at 7:29 p.m. by Council President Patton.

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**PRESENT**

Council President Robert Patton  
 Ward 1 Councilwoman Monica Koudela  
 Ward 1 Councilman Michael Vanni  
 Ward 2 Councilwoman Natalie Antosh  
 Ward 2 Councilwoman Theresa Bisbee  
 Ward 3 Councilman Charles Malta  
 Ward 3 Councilman David Phares

**ALSO PRESENT**

Mayor Regovich, Finance Director Benedict, Law Director Landgraf, Fire Chief Tennyson, Police Chief Turner, Chief Housing and Zoning Inspector Brennan, City Engineer McLaughlin, Economic Manager Drake and Council Clerk Trend.

**ABSENT**

Recreation Director Kless

**APPROVAL OF MINUTES**

1. Motion made by Ms. Antosh, seconded by Mr. Vanni to approve the minutes of the Regular City Council Meeting of May 17, 2022.  
**Discussion:** None.  
**Vote:** All ayes. Motion carried.
2. Motion made by Ms. Antosh, seconded by Ms. Bisbee to approve the minutes of the Emergency Special City Council Meeting of June 2, 2022.  
**Discussion:** None.  
**Vote:** All ayes. Motion carried.

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

None.

**ADMINISTRATIVE APPEALS**

None.

**REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR**

Mayor Regovich thanked the surrounding Police Departments for their assistance with the dispersing of the large crowds that occurred Sunday night at the St. Mary Magdalene Homecoming Festival. The city will need to meet with the church to assess and discuss the incident to determine what changes will need to be made if the church decides to move forward with the festival next year. The Fire Department was on scene and did not treat anyone for injuries due to the incident.

**COUNCIL DISCUSSION OF THE MAYOR'S REPORT**

None.

**GENERAL COMMUNICATIONS & REPORTS – Directors & Officials****Service Director – Todd Shannon**

Written report submitted electronically. The Road Program is still moving along smoothly. Mr. Vanni stated he received a call about the front end of Knobel Rd. being rough and Mr. Malta stated 28415 Gilchrist Rd. has a sizable crack in the apron. Mr. Shannon will follow up on both complaints.

**Recreation Director – Julie Kless**

No report - absent.

**City Engineer – Tim McLaughlin**

Written report submitted electronically. Mr. McLaughlin stated Resolution No. 2022-14 is on the agenda for the E. 328 St. Sewer Rehab. The city has requested funding from Lake County Stormwater to fund \$100,000 of the improvements. The Resolution is to allow the Mayor to enter into a memorandum of understanding with the county in order to obtain the funds prior to the award of the project.

**Finance Director – Cheryl Benedict**

No report. The May financial reports have been sent out to Council.

**Law Director – Stephanie Landgraf**

No report. The fireworks legislation has been sent back down to the Safety Committee for their review.

**Police Chief – Brian Turner**

Written report submitted electronically. Chief Turner addressed concerns about the number of officer's working the festival. He stated that in addition to his officers working the festival he also had officers from the City of Willoughby and Wickliffe working. On Thursday there were seven (7) officers, Friday nine (9), Saturday ten (10) and Sunday there were eight (8) officers working. On Sunday night when the incident occurred all on-duty road officers from Willowick as well as Wickliffe, Willoughby, Willoughby Hills, Eastlake and Kirtland were dispatched to the scene to aid in dispersing the crowds. The number of officers working the festival should have been more than enough for a church function however this was an unprecedented incident.

**Fire Chief – Joe Tennyson**

Written report submitted electronically. Chief Tennyson commended the Police Department for their handling of the incident at the festival on Sunday night. There were eight (8) Fire Department calls to the festival over the entire weekend.

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

Report submitted electronically.

**Economic Development Manager – Monica Drake**

Written report submitted electronically. Starbucks is hoping to open around July 11th. There are two national tenants looking to rent the space at the old Pat Catan's and the space next to Subway at Shoregate. There are two spaces available in between Be Smoothie and Chipolte. Create a Space and Beaute Boutique is moving through the process to open. The Willoughby Western Lake County Chamber of Commerce held a ribbon cutting for the Timber Kitchen and Social on June 1st.

**WARD MATTERS**

Council President Patton commended the leadership of the Police Chief and his department for the difficult situation they faced during the festival on Sunday night.

**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)*

Bill Savoca, 30412 Oakdale Rd., voiced his support for the police response at the St. Mary Magdalene Festival and also that maybe an admission fee should be charged in the future.

Matt D'Arcy, 32433 Vine St., the owner of CP'S Cooler, voiced his support for the police response at the St. Mary Magdalene Festival.

Patty Sluga, 32306 Glen Arden, voiced her support for the police response at the St. Mary Magdalene Festival and inquired about a video going around where a female was roughed up and possibly injured.

Samuel Nicholson, 31510 Willowick Dr., is concerned about how much the police can really do to prevent so many kids from gathering. Also could the Police Department monitor social media in the future to gain knowledge of any potential problems?

Deatra (Jill) Bailey, 31900 Willowick Dr., voiced her support for the police response at the St. Mary Magdalene Festival and thought maybe the Homecoming Festival could be more of a private event in the future

Jean Bowen, 472 E. 319 St., voiced her support for the police response at the St. Mary Magdalene Festival. She does not want to see the church stop the festival and suggested possibly requiring an ID before entry. Also she requested for next year that E. 319 St. be made one-way traffic during the festival.

Michael Kopp, 32309 Knobel Rd., stated he does not wish to see the festival go away however he would like to see no parking on Knobel Rd. during the festival.

Rebecca Gumm, 30112 Forestgrove Rd., expressed concern that her son was fearful while he was at work due to people being so angry about not being able to park in front of the business.

Marissa Beller, 2232 Larchmont Dr., isn't sure how feasible it would be to possibly make anyone under the age of eighteen (18) be accompanied by an adult but is something to consider. She is uncomfortable with the term "riff-raff" and feels that it is some type of code.

Dan Shelby, 394 E. 317 St., feels the festival is great for the city and would like to see it continue however changes will need to be made. He would like to see the church and the safety forces work together to come up with some resolutions.

*In response; Council President Patton stated that St. Mary Magdalene will have to decide how they want to proceed for the next year. Once that is determined then ideas can be taken to the Safety Committee for review well in advance of the next festival. The incident that occurred has nothing to do with what somebody looks like, where they are from or how they got there. The only consideration is how people behave when they are in the city.*

*Ms. Koudela stated Kristina, the manager of CP's, kept her employees safe but also took in anyone else that was looking for safe place.*

*Mayor Regovich added that several residences in the area took kids in for safety. He commended all of the resident's for coming together and helping people as well as Kristina and Matt from CP's. The video incident where a female was roughed up is being investigated by the Police Department.*

*Chief Turner stated the Police Department will be taking a deliberate and methodical approach to different options should the church move forward with the festival next year but they have to be realistic and legal solutions.*

## **REPORTS OF STANDING COMMITTEES**

### **Finance – Vanni, Bisbee, Koudela**

Mr. Vanni requested a meeting to be set up for Thursday, June 16 at 4:45 p.m.

### **Safety – Phares, Malta, Bisbee**

Mr. Phares stated during the Safety Committee meeting the fireworks Ordinance was reviewed and no changes were made. It will be on the agenda for the next Regular City Council meeting. The committee is discussing nuisance mitigation and looking at what other cities have in place. The restructuring of the Fire Department was also discussed. Mayor Regovich will be looking into having a study done of the Fire Department to see what would be most cost effective.

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

No report.

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

Future and current projects were discussed at tonight's meeting. The E. 327 St. Sewer Rehab Project already has funding in place. The OPWC pre-application will be done for the Fairway project. The Lateral Program is doing well and more was able to be done than originally planned. The Road Program will go through July and there is a drainage issue at Wellner and E. 310 St. that will need to be handled. HVAC for the Senior Center is out for bid. Smoke testing will be done July through August throughout the city. Discussion was also on the Vine St. project scheduled for 2024.

Mr. Phares inquired about the section of Lakeshore Blvd. from Vine St. to the Eastlake border. Mr. McLaughlin stated they are looking into resurfacing or reconstructing this section however it is not on the schedule until 2029 with ODOT due to it being state route. Mr. Shannon spoke with a contact at ODOT



and they will be sending someone out to reanalyze the pavement to see if it could be put on the schedule sooner.

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

No report.

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

No report.

**Budget** – Vanni, Koudela, Patton

No report.

**LIAISON REPORTS**

**Planning** – Phares/Alternate Koudela

No report.

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

No report.

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

No report.

**Recreation Board** – Bisbee/Alternate Phares

Ms. Bisbee stated that this coming weekend is opening weekend for the Mini's and T-Ball.

**Plan Review Board** – Antosh

No report.

**Hearts & Hammers** – Malta

Mr. Malta stated Tuesday nights are project nights and if anyone would like to volunteer he can be reached at 440-488-1757.

**FUND TRANSFERS & BID AUTHORIZATIONS**

None.

**CONTRACT APPROVALS**

3. Motion made by Ms. Antosh, seconded by Mr. Malta authorizing the Mayor to enter into contract with Ohio Mobile Gaming for summer camp field event at Dudley Park on Tuesday, June 21, 2022 for a fee of \$465.05.  
**Discussion:** None.  
**Vote:** All ayes. Motion carried.
4. Motion made by Ms. Antosh, seconded by Mr. Phares authorizing the Mayor to enter into contract with Ohio Mobile Gaming for summer camp field event at Manry Park on Wednesday, June 22, 2022 for a fee of \$465.05.  
**Discussion:** None.  
**Vote:** All ayes. Motion carried.



5. Motion made by Mr. Malta, seconded by Ms. Bisbee authorizing the Mayor to enter into contract with Ohio Mobile Gaming for summer camp field event at Manry Park on Tuesday, July 26, 2022 for a fee of \$711.07.

**Discussion:** None.

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

6. Motion made by Ms. Antosh, seconded by Ms. Bisbee authorizing the Mayor to enter into contract with Ohio Mobile Gaming for summer camp field event at Dudley Park on Wednesday, July 27, 2022 for a fee of \$744.84.

**Discussion:** None.

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

## INTRODUCTION & CONSIDERATION OF LEGISLATION

7. Ordinance No. 2022-26 (Law Director)

An Ordinance authorizing the Mayor to take all actions necessary to accept the Northeast Ohio Public Energy Council (“NOPEC”) Energized Community Grant Program Funds, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Phares to waive the three readings on Ordinance No. 2022-26.

**Discussion:** None.

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

Motion made by Mr. Phares, seconded by Ms. Antosh to adopt Ordinance No. 2022-26.

**Discussion:** None.

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

8. Ordinance No. 2022-27 (Finance Director)

An Ordinance directing the Director of Finance to certify delinquent accounts to the Lake County Auditor and Lake County Treasurer for collection as property tax and declaring an emergency.

Motion made by Mr. Malta, seconded by Ms. Antosh to waive the three readings on Ordinance No. 2022-27.

**Discussion:** None.

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

Motion made by Ms. Antosh, seconded by Ms. Bisbee to adopt Ordinance No. 2022-27.

**Discussion:** None.

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

9. Resolution No. 2022-14 (Law Director)

A Resolution authorizing the Mayor of the City of Willowick to enter into a Memorandum of Understanding with the Board of Lake County Commissioners through the Lake County Department of Utilities, Stormwater Management Division, for funding to rehabilitate a portion of the City’s stormwater system, and declaring an emergency.

Motion made by Mr. Phares, seconded by Ms. Antosh to waive the three readings on Resolution No. 2022-14.

**Discussion:** None.

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

Motion made by Ms. Antosh, seconded by Mr. Malta to approve Resolution No. 2022-14.

**Discussion:** None.

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

10. Resolution No. 2022-15 (Law Director)

A Resolution authorizing the Mayor of the City of Willowick to enter into an Equipment Transfer Agreement with SprintCom, LLC, as successor in interest to SprintCom, Inc., for acquisition of a custom shelter/enclosure at 31230 Vine Street, and declaring an emergency.

Motion made by Mr. Malta, seconded by Ms. Antosh to waive the three readings on Resolution No. 2022-15.

**Discussion:** None.

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

Motion made by Ms. Antosh, seconded by Ms. Bisbee to approve Resolution No. 2022-15.

**Discussion:** None.

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

### MISCELLANEOUS

11. Motion made by Mr. Malta, seconded by Mr. Vanni authorizing a liquor permit to AZA Investment Group LLC DBA Create A Space, 30482 Lakeshore Blvd., Willowick, Ohio 44095.

**Discussion:** None.

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

12. Motion made by Mr. Vanni, seconded by Mr. Malta authorizing the Mayor to enter into a one year agreement with Cigna Healthcare for healthcare coverage for eligible employees for the period of July, 1 2022 through June 30, 2023. The renewal represents a 5% increase over current rates.

**Discussion:** None.

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

13. Motion made by Ms. Antosh, seconded by Ms. Bisbee authorizing the Mayor to enter into a one year agreement with TruAssure Dental for dental coverage for eligible employees for the period of July 1, 2022 through June 30, 2023. The renewal represents a 10% increase over current rates.

**Discussion:** None.

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

14. Motion made by Mr. Malta, seconded by Ms. Antosh authorizing an expenditure in the amount of \$147,719.02 to Best Equipment Company for the purchase and installation of a new sewer mainline camera. The purchase will be provided from ARPA funds.

**Discussion:**

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

15. Motion made by Ms. Antosh, seconded by Ms. Bisbee to declare a 2013 Ford Police Utility Vehicle, VIN – 1FM5K8ARXDGA33995, as surplus, obsolete, unneeded, unfit for public use, and authorizing its sale or subsequent disposal.

**Discussion:** None.

**Vote:** all ayes. Motion carried.

16. Motion made by Ms. Antosh, seconded by Mr. Vanni authorizing the Mayor to enter into an agreement with ABC Fire Inc. in the amount of \$42,804.00 to upgrade the Fire Alarm System for City Hall and Fire Department.

**Discussion:** None.

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

## PUBLIC PARTICIPATION

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

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

Patty Sluga, 32306 Glen Arden, thanked Hearts & Hammers for helping to fix an issue she had in her home. Ms. Sluga also inquired as to what the fireworks Ordinance will be.

Mike Bowen, 472 E. 319 St., stated during the festival there was a parking issue in front of his house and a male walked up his driveway yelling obscenities at his daughter.

Mary Mink, 573 E. 315 St., inquired if the church had a right to establish a code of conduct.

*Mr. Phares stated the State of Ohio's new law is allowing fireworks to be blown off during twenty-one (21) different holidays during the year. Willowick currently prohibits fireworks however the committee decided to follow the State Law and allow fireworks during the designated holidays. The committee has proposed to ban the sale of fireworks within the city in the same Ordinance.*

*Law Director Langraf stated that the church could adopt their own code of conduct and if someone were to violate this they would then be trespassing on the property as the church is private property.*

Chief Turner stated that he is flattered and humbled by the overwhelming amount of support he was shown tonight from the Mayor, Council and the Community. He also wanted to make sure that this support also goes back to his officer's and dispatcher's who all did an excellent job on Sunday night.

## ADJOURNMENT

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

**Discussion:** None.

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

Meeting adjourned at 8:48 p.m.

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PRESIDENT OF COUNCIL

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

CLERK OF COUNCIL

ADMINISTRATIVE APPEAL ORDER NO. 2022-9

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 1' 7" FROM RESIDENCE TO DWELLING TO NEW GARAGE HOUSE LINE WITH THE CONDITION THAT THE GABLE IS REVERSED IN THE APPLICATION OF SECTION 1163.07 OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-537  
KEVIN PARKER  
30232 ROYALVIEW

WHEREAS, at its meeting of June 8, 2022, the Board of Zoning Appeals, in Case No. 21-537, heard the appeal of Kevin Parker for the requested variance and has recommended to Council that the variance to Section 1163.07 of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

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

SECTION 1. That the Applicant's variance to Section 1163.07 of the Codified Ordinances is hereby \_\_\_\_\_.

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

PASSED: \_\_\_\_\_ 2022 \_\_\_\_\_  
President of Council

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

ADMINISTRATIVE APPEAL ORDER NO. 2022-10

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 5' FOR A NEW GARAGE TO NEIGHBOR'S DWELLING WITH THE CONDITION THAT THE GABLE IS REVERSED IN THE APPLICATION OF SECTION 1163.07 OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-537  
KEVIN PARKER  
30232 ROYALVIEW

WHEREAS, at its meeting of June 8, 2022, the Board of Zoning Appeals, in Case No. 21-537, heard the appeal of Kevin Parker for the requested variance and has recommended to Council that the variance to Section 1163.07 of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

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

SECTION 1. That the Applicant's variance to Section 1163.07 of the Codified Ordinances is hereby \_\_\_\_\_.

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

PASSED: \_\_\_\_\_ 2022 \_\_\_\_\_  
President of Council

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

ADMINISTRATIVE APPEAL ORDER NO. 2022-11

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF SIDE YARD FENCING 41' FROM THE REAR HOUSE LINE IN THE APPLICATION OF SECTION 1165.07(b) OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-538  
BRANDON BATE  
349 LAKEWICK LN.

WHEREAS, at its meeting of June 8, 2022, the Board of Zoning Appeals, in Case No. 21-538, heard the appeal of Brandon Bate for the requested variance and has recommended to Council that the variance to Section 1165.07(b) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

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

SECTION 1. That the Applicant's variance to Section 1165.07(b) of the Codified Ordinances is hereby \_\_\_\_\_.

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

PASSED: \_\_\_\_\_ 2022 \_\_\_\_\_  
President of Council

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

**ORDINANCE NO. 2022-28**

**AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE FRATERNAL ORDER OF POLICE WILLOWICK LODGE NO. 116 (SERGEANTS AND ABOVE), AND DECLARING AN EMERGENCY.**

**WHEREAS**, negotiations for a collective bargaining agreement between the City of Willowick, Ohio and the Fraternal Order of Police Willowick Lodge No. 116 (Sergeants and Above) have been completed and an agreement reached by representatives for the City and the Fraternal Order of Police Willowick Lodge No. 116 (Sergeants and Above); and

**WHEREAS**, the Council and the Administration of the City of Willowick deem it to be in the best interest of the City to enter into this Agreement reached through collective bargaining to continue harmonious and cooperative relations with the City's police force (Sergeants and Above) and to ensure the orderly and uninterrupted efficient operations of government while promoting individual efficiency and services to the residents of the City of Willowick;

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

**SECTION 1.** That the Mayor is hereby authorized and directed to enter into an agreement with the Fraternal Order of Police Willowick Lodge No. 116 (Sergeants and Above), substantially pursuant to the terms and conditions set forth in the "Agreement between City of Willowick and Fraternal Order of Police Willowick Lodge No. 116 (Sergeants and Above), effective January 1, 2022, through to December 31, 2024," annexed hereto as Exhibit A and incorporated herein by reference, addressing all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

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

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick, insofar as it provides for the usual daily operation of the City and its safety forces, and that it will ensure the orderly and uninterrupted efficient operation of the City.

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



Adopted by Council: \_\_\_\_\_, 2022

Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2022

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

Approved by the Mayor: \_\_\_\_\_, 2022

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



# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WILLOWICK

AND



FRATERNAL ORDER OF POLICE

WILLOWICK LODGE NO. 116

(SERGEANTS AND ABOVE)

EFFECTIVE:

January 1, 2022 - December 31, 2024

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Appendix A – Memorandum of Understanding

## **AGREEMENT**

This Agreement is made and entered into by and between the City of Willowick (hereinafter referred to as the "City) and the Fraternal Order of Police and its Willowick Lodge No. 116 (hereinafter jointly referred to as the "FOP").

### **ARTICLE 1** **RECOGNITION**

1.01 The City hereby recognizes the FOP as the exclusive Bargaining Representative for a Unit comprised of all Police Officers holding the rank of Sergeant and above, exclusive of Chief and one Officer designated by the City to serve in the place of the Chief in his absence, e.g., Executive Officer.

1.02 The FOP shall be granted a reasonable amount of compensatory release time, not to exceed a total for both Bargaining Units combined of one hundred and four (104) hours per year to conduct FOP business. A written request for such release time must be submitted, where possible, to the member's immediate supervisor at least three (3) days before such time is taken. This release time is non-cumulative. Two (2) employees will be permitted off at the same time. Approval shall be subject to the City's ability to maintain adequate staffing.

### **ARTICLE 2** **CITY'S RIGHT TO MANAGE**

2.01 The City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by the way of limitations, are the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standard of services, its overall budget, utilization of technology, and organization structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;

7. Determine the overall mission of the City as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the City as a governmental unit;

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement.

### **ARTICLE 3** **FOP DUES**

3.01 The City will deduct from the pay of each Bargaining Unit member who in writing so authorizes it to do so the required amount of fees for the payment of FOP dues.

3.02 The FOP recognizes its obligation to fairly and equitably represent all members of the Bargaining Unit, whether or not they are members of the FOP, for purposes of collective bargaining, contract enforcement and grievance resolution.

3.03 The FOP agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the City for any and all expenses incurred by the City in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes in this Section, the term "City" includes the City of Willowick and its various offices and officials, whether elected or appointed.

### **ARTICLE 4** **GRIEVANCE PROCEDURE**

4.01 A "grievance" is an alleged violation of the Agreement or any dispute with respect to its meaning or application and shall be the sole and exclusive method for resolving grievances and waive any right of appeals through Civil Service except that a new hire probationary removal may only be appealed pursuant to Civil Service rules and regulations and is not grievable. A grievance may only be initiated by an aggrieved member of a Bargaining Unit and must be signed by such aggrieved individual.

The grievant shall be entitled to FOP representation at each stage of the grievance process and any grievance meetings shall be conducted at reasonable times and places. The FOP reserves the right to participate at each step of the grievance/arbitration process.

4.02 A letter of rebuttal may be placed in an employee's file for cautionary or written disciplinary actions and are not grievable.

Any disciplinary action resulting in a suspension, demotion, or discharge may be appealed through the grievance and arbitration process set out herein.

Disciplinary action may be implemented in accordance with the just cause standards.

4.03 The following procedure shall be used in applying the grievance process:

a. Step 1 - Informal

Prior to filing any written grievance, the grievant must attempt to resolve it informally with his/her immediate supervisor.

b. Step 2 – Chief

Any grievance that is not resolved at the informal level must be presented, in writing, to the Chief within ten (10) calendar days of the occurrence of the alleged grievance. The Chief, or his designee, may hold a meeting to hear the dispute and shall provide a written answer to the grievance within one (1) week after its receipt.

If the Chief's, or his designee's, response to the grievance is not satisfactory, the grievance shall be reviewed by a FOP screening committee to determine whether it should be advanced to the next step in the grievance procedure.

c. Step 3 - Director of Public Safety/Mayor

If the grievant is not satisfied with the resolution at Step 2, and the FOP screening committee finds merit in an appeal, he may appeal to the Director of Public Safety/Mayor, in writing, within one (1) week after receipt of the Step 2 answer. The Director of Public Safety/Mayor, or their designee, shall hold a meeting with the grievant within one (1) week after receipt of the grievance and shall answer the grievance, in writing, within fifteen (15) work days of such meeting.

As used in this Agreement, the term "Director of Public Safety" shall mean the Mayor or their designee.

d. Step 4 - Arbitration

If the grievant is not satisfied with the resolution at Step 3, he may request that the FOP file a request for arbitration. The FOP must file such request within one (1) week of the Step 3 decision with the Director or Public Safety/Mayor.

The Arbitrator will be selected pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association. If an Arbitrator is not selected from the first list, a second list shall be provided to the parties.

The arbitration step of the grievance procedure shall be pursuant to The Voluntary

Labor Arbitration Rules of the American Arbitration Association.

The cost of the Arbitrator shall be paid equally by the City and FOP.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall not have the power to add to or subtract from or modify any of the terms of the Agreement.

4.04 The failure of the grievant or the FOP to meet anytime limit provided herein shall serve as a waiver of any grievance.

4.05 Recording devices at grievance meetings shall be prohibited unless prior written consent is given by all parties.

## **ARTICLE 5** **NO STRIKE**

5.01 Neither the FOP nor any member of the Bargaining Unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this Section may be grounds for discipline.

5.02 The FOP shall at all times cooperate with the City to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no- strike" clause.

In the event of a violation of the "no-strike" clause, the FOP shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the FOP. The FOP shall advise the employee to return to work immediately.

5.03 NO LOCK-OUT.

During the term of this Agreement, the City shall not lock-out the Bargaining Unit members.

## **ARTICLE 6** **NON-DISCRIMINATION**

6.01 Neither party will discriminate against the Bargaining Unit member based on age, sex, race, color, religion, national origin, ancestry, membership or non-membership in the FOP.



**ARTICLE 7**  
**LABOR-MANAGEMENT COMMITTEE**

7.01 The parties recognize that certain subjects, such as equipment, job duties, work schedules and assignments and various similar management functions, are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the FOP may wish to present its views on such subjects so that such views may be considered by the administration.

7.02 For the parties, a Labor-Management Committee shall be established. The Committee shall consist of two (2) members designated by the Mayor and Council and two (2) Willowick Police Officers designated by the FOP. Committee meetings shall be scheduled at least quarterly by the City at reasonable, mutually convenient times, and shall be closed to the public. Agenda items may be presented by either side and shall be presented to the Mayor's office at least one (1) week prior to any scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. It is not the intent of the parties that the Labor-Management Committee meetings be used to bypass the normal chain of command, and the FOP is expected to work matters with the Police Department before raising them at Labor-Management Committee meetings.

**ARTICLE 8**  
**SAVINGS CLAUSE**

8.01 Nothing contained in this Agreement shall alter the authority conferred by the ordinances and resolutions of the Willowick City Council, applicable State and Federal Laws, and the Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion or portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

**ARTICLE 9**  
**BULLETIN BOARD**

9.01 The City shall provide space on station premises for the FOP to install a Bulletin Board to post notices of a general and business nature of the FOP membership and other department employees who may have an interest. The cost of purchasing and installing and maintaining this Bulletin Board shall be the FOP's sole responsibility.

**ARTICLE 10**  
**SENIORITY**

10.01 In all matters not governed by Civil Service wherein the City considers and evaluates two (2) or more Bargaining Unitmembers within a particular classification such as, but not limited to, shift selection and vacation selection, said selection should be awarded on the basis of seniority (within grade or rank) should all other factors in the evaluation process, including the needs of the City, be considered equal.

Prior continuous service of a Part-Time Police Officer shall be credited upon appointment to a Full-Time position on a pro-rata basis. Each hour of continuous service from the lastdate of hire in the active pay status shall be credited as one (1) service credit. 2080 hours of service credit shall equal one (1) year.

**ARTICLE 11**  
**LAYOFF AND RECALL**

11.01 Employees may be laid off as a result of lack of work, lack of funds or abolishment of position(s). It is the intent of the City of Willowick and the FOP that work reductions or layoffs shall be in accordance with the provisions hereinafter set forth and the Willowick Civil Service Commission Rules not inconsistent with ORC 124.37. The City, upon request from the FOP, agrees to meet with the Union to discuss the impact of the reduction of force on bargaining unit members.

11.02 Employees shall be provided a minimum of fourteen (14) calendar days advance notice of layoff. Employees within the affected job classification shall be laid off in the following order:

- A. The least senior seasonal or temporary employee in the effected classification.
- B. The least senior probationary employee in the effected classification.
- C. The least senior employee within the effected classification.

11.03 An employee occupying a higher classification, i.e., Sergeant or Lieutenant or other ranking officers, shall be reduced in accordance with classification seniority within the effected job classification and may be displace lower rankingemployees in accordance with total seniority with the City of Willowick Police Department providing the he/she is able to perform the requirements of the job.

11.04 Employees shall be recalled in the inverse order of layoff i.e., most senior recalled first and shall retain the right to recall for three (3) years from the date of layoff. Notice of recall shall be sent by certified mail to the employee's last known address. An employee shall be afforded seven (7) calendar days following receipt of notice to respondto inform the Employer of the employee's intention to return to work or shall be considered to have resigned his position.

**ARTICLE 12**  
**WAGES**

12.01 Effective the first full pay period after January 1, 2022 employees employed upon execution shall receive an increase of 2 ½%

Effective the first full pay period occurring in 2023 - Increase base wage by 2 ½%

Effective the first full pay period occurring in 2024 - Increase base wage by 2 ¾%

12.02 There shall be an eleven (11%) wage differential between the Patrolman classification and Sergeant classification and a ten percent (10%) wage differential between the Sergeant classification and the Lieutenant classification.

Effective first full pay period starting in 2023, there shall be a twelve percent (12%) wage differential between the Patrolmen classification and the Sergeant classification. The rank differential for Lieutenants shall remain at ten percent (10%) for the life of this Agreement.

For the Sergeants and Lieutenants with fewer than five (5) years of service with the City, the rank differentials will be based upon the base pay of the Patrolman if a Sergeant or Sergeant if a Lieutenant with the same number of years in service.

12.03 The following represents the base hourly rates at eachtime interval indicated:

	First full pay period in 2022	First full pay period in 2023	First full pay period in 2024
Lieutenant with 5 or more years	48.53	50.19	51.57
Sergeant with 5 or more years	44.12	45.63	46.88
Patrolmen with 5 or more years	39.75	40.74	41.86
Patrolmen with 4 or more years	37.81	38.76	39.83
Patrolmen with 2 or more years	33.31	34.14	35.08
Patrolmen with less than 2 years	29.33	30.06	30.89

Years shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Police Officer or as adjusted for prior continuous part-time service credit.

12.04 Wages shall be paid bi-weekly.

12.05 OFFICER IN CHARGE PREMIUM - Any Patrol Officer who isassigned to act in the capacity of Officer in Charge shall receive a premium of three dollars (\$3.00) per hour for each hourso worked.

12.06 Effective 1/1/01 employees shall be granted additionalcompensation based on years of

service defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Police Officer or as adjusted for prior continuous part-time service credit.

Such compensation shall be added to the employee's base hourly rate, pursuant to the following schedule:

YEARS OF SERVICE (SENIORITY)

After completing five (5) years	.24 cents
After completing ten (10) years	.48 cents
After completing fifteen (15) years	.72 cents
After completing twenty (20) years	.96 cents

Such rates are in total and are not accumulative.

12.07 Commencing in January 2014, all sworn police officers shall be required to meet the minimum standards of O.R.C. Section 109.801 for firearms proficiency. Annually and upon satisfactorily meeting the standard, officers shall receive a five hundred dollar (\$500.00) payment.

12.08 PFDPF (POLICE & FIREMEN'S DISABILITY & PENSION FUND) SALARY REDUCTION PICK-UP - In accordance with the requirements of Section 414 (h) (2) of the Internal Revenue Code (the "Code") and regulations and rulings there-under, effective not later than October 20, 1991, the City shall "pick up" the employee contributions that are required to be deducted from the salary of employees who are covered by this Agreement and are members of the Police & Firemen's Disability & Pension Fund (PFDPF). Such pick-up shall not alter the amount of or character of contributions that are required to be made to the PFDPF by the City and by PFDPF-covered employees pursuant to Chapter 145 of the Ohio Revised Code; shall, to the extent permitted by the Code, be treated as excludable from the gross income of the covered employees; and shall not alter the amount of the salary, wages or earnings of the covered employees for any other part of this Agreement. The City shall report to the Internal Revenue Service, the State of Ohio, and any other taxing authority as it is required to do by law or regulation.

12.09 As used in this Agreement, "active pay status" is defined as receiving wages from the City of Willowick for work performed, compensatory time, paid administrative leave or paid vacation, personal, holidays, sick, funeral and injury leave.

An employee is not in the active pay status when on an unpaid leave, disciplinary suspension of ten (10) or more work days or collecting unemployment payments or loss of time benefits from the Bureau of Workers Compensation or receiving disability retirement benefits.

12.10 Any Officer who is assigned to act in the capacity of Field Training Officer (FTO) shall receive one (1) hour of compensatory time (straight time) for each shift so worked.

Documentation including but not limited to Daily Observation Reports (DOR) may be required by the Chief of Police to verify the number of training done.

**ARTICLE 13**  
**HEALTH INSURANCE**

13.01 Health insurance benefits shall be at least equal to those currently provided by the City for the duration of this contract. The City maintains and preserves its right to determine by whom and the manner in which such benefits are provided.

13.02 The prescription plan limits include a \$10.00/\$20.00/\$40.00 plan with mail in required for maintenance prescriptions at a two (2) month co-pay for a ninety (90) day supply.

13.03 The Employer will pay 87% in 2022, and 86% effective January 1, 2023, and thereafter of the accumulated total of the health, prescription, eye and dental care premiums based on the employees plan level eligibility. The Employee shall pay 13% in 2022 and 14% effective January 1, 2023, and thereafter.

A four-tier plan level of eligibility will be established. Plan design include the following:

- \$75.00 Emergency Room Co-pay
- \$50.00 Urgent Care Co-pay
- \$20.00 Dr. Visit Co-pay

	In-Network	Out-of-Network
Coinsurance	90%/10%	70%/30%
Deductible	\$200/\$400	\$400/\$800
Coinsurance Limit	\$800 /\$1,600	\$1,600/\$3,200

13.04 A city-wide health care cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each Bargaining Unit and a member of Non-Bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advise on elements of the insurance program.

In the event the City proposes plan level/design changes at times other than during successor Collective Bargaining Agreement negotiations, each member of the Committee shall have one (1) vote. Acceptance of any plan level/design changes, during the term of the Collective Bargaining Agreement, shall require a majority vote of the total members of the Committee.

13.05 The City shall provide at no cost to the employee, term life insurance in the amount of \$20,000.00, effective on the first of the next month following employment.

**ARTICLE 14**  
**PERSONNEL FILES AND POLICY**

14.01 Understanding that in the Administration of the Police Department the City maintains individual personnel files, the Bargaining Unit member may, and on at least an annual basis be permitted, to review his personnel file with at least a five (5) day written request.

Should a Bargaining Unit member upon review of his/her file, come across material of a negative or derogatory nature, said Bargaining Unit member may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the Bargaining Unit member's files as long as the negative material remains.

When a Bargaining Unit member is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law, shall be made to withhold publication of the Bargaining Unit member's name and extent of the disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the Bargaining Unit member.

14.02 Records of any verbal or written reprimands will cease to have force and effect or to be considered in future disciplinary measures one (1) year after the effective date of the reprimand, providing there are no intervening reprimands during the period.

Records of any suspension of three (3) days or less will cease to have force and effect or be considered in future disciplinary measures two (2) years after the effective date of the suspension providing there are no intervening suspensions during the period.

Records of any suspension greater than three (3) days will cease to have force and effect or be considered in future disciplinary measure three (3) years after the effective date of the suspensions, providing there are no intervening suspensions during the period.

No provision set out in this Section pertains to probationary employees or to the Employer's right to remove, reduce, or fail an employee in a probationary capacity.

**ARTICLE 15**  
**SCHOOLING**

15.01 Effective January 1, 1995, each full-time regular member of the Division who has acquired the following credentials shall receive in addition to his regular monthly compensation:

1. Associate Degree in Law Enforcement conferred by any university, college, junior college or community college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority or any similar

accrediting authority or any similar accrediting authority - Fifty Dollars (\$50.00) per month, and Twenty-Five Dollars (\$25.00) per month for a Non-Law Enforcement Associate Degree.

2. Bachelors Degree in Law Enforcement or Police Science conferred by any university or college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority or any similar accrediting authority - One Hundred Dollars (\$100.00) per month, and Fifty Dollars (\$50.00) per month for a Non-Law Enforcement Bachelors Degree.

Current credits under the former plan shall be maintained and count towards the One Hundred Dollars (\$100.00), Fifty Dollars (\$50.00), and Twenty-Five Dollar (\$25.00) payments.

## **ARTICLE 16**

### **COURT TIME/TRAINING TIME/CALL UP TIME**

#### 16.01 ATTENDANCE AT COURT SESSIONS

Each Bargaining Unit member shall be compensated for time spent in attendance at sessions of court relating to Police business for which such attendance is required. Such compensation shall be payable only for attendance by Bargaining Unit members at court sessions as aforesaid when such sessions are scheduled on their off duty time. Bargaining Unit members receiving compensation under this Article shall receive credit for a minimum of four (4) hours, to be taken in the form of pay or compensatory time off.

16.02 Bargaining Unit members who are assigned mandatory training evolutions as determined by the Employer, to include but not limited to Perry Nuclear Training, Breath Testing Process, Cardiopulmonary Resuscitation, and First Aid shall be compensated for time spent in such training evolutions. When such evolutions are assigned on a member's off-duty time, said member shall receive credit for a minimum of two (2) hours at the applicable rate in either pay or compensatory time off.

When an officer is required to report for duty at other than a scheduled time (call up), that officer shall be entitled to a minimum two (2) hour premium commencing at the inception of the call up.

## **ARTICLE 17**

### **OVERTIME**

#### 17.01 OVERTIME COMPENSATION

1. All Bargaining Unit members who work more than forty (40) hours during any normal work week shall be compensated for such time in excess of forty (40) hours at a rate which is one and one-half (1-1/2) times the regular hourly rate of compensation.

All Bargaining Unit members who work on New Year's Day, Martin Luther King, Jr.



Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be compensated for such time at a rate which is one and one-half (1-1/2) times the regular rate of compensation or in lieu of overtime compensation, he or she may be granted compensatory time.

An employee held over or called in on one (1) or the seven (7) days set out herein, shall be compensated at a rate of two (2) times the regular rate of compensation for the hold over or call in hours, providing the employee completes their regular scheduled work week.

2. Whenever any Bargaining Unit member, employed on a full- time basis, works more than forty (40) hours in one week, he or she may, in lieu of overtime compensation, be provided with compensatory time off up to one hundred twenty (120) hours accumulative, except that the total hours any individual officer may accumulate with respect to retirement shall remain at forty (40) hours. Such compensatory time off shall be computed at a rate of one and one-half (1-1/2) times the regular time worked.

For purposes of computing overtime pay and/or compensatory time; holiday, vacation, compensatory and personal day hours shall count as hours worked during the normal work week. Sick leave hours shall not count for purposes of computing overtime and/or compensatory time except when the overtime is for court time, mandatory training or mandatory meetings. In the case of forced overtime only, an employee may substitute comp-time for sick leave within the defined week it occurs.

#### 17.02 TAKING COMPENSATORY TIME OFF

1. Compensatory time off shall be granted at the discretion of the Chief of Police or his designate. Provided there is prior approval of the Chief of Police or his designate, officers who have time in the comp time bank may exchange comp time.

17.03 A Bargaining Unit employee shall be permitted to sellback up to one hundred twenty (120) hours of compensatory time each calendar year.

17.04 Each shift shall be responsible to offer and manage an overtime opportunity rotation. In the event an error arises in the assignment of overtime, the affected employee shall be offered the next overtime opportunity.

### **ARTICLE 18** **UNIFORM ALLOWANCE**

18.01 Each regular full-time Bargaining Unit member shall receive a uniform clothing maintenance allowance with the first pay of December.

The uniform allowance shall be established as \$1050.00.

18.02 NEW EMPLOYEES - New employees hired from this date forward shall receive one-half of the allowance upon employment toward the purchase of uniforms. In the first

pay of December in their 1<sup>st</sup> year of employment shall receive the balance if such employment is terminated for any reason prior to completion of one year, the December payment shall be repaid to the City through a payroll deduction or other method of recovery.

18.03 FUTURE YEARLY PAYMENTS - Employees, who after one year of service terminate employment for any reason, shall not be eligible for any pro-rata payment of uniform allowance. Non- probationary employees employed on December 1<sup>st</sup> of each year shall receive the yearly uniform allowance.

The amount of allowance set out in Section 1 of this Article shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period.

18.04 The Employer shall initially purchase and thereafter replace an employee's personal body armor Minimum Level II when usage so requires, but at least within the manufacturer's specified period for replacement. No usage replacement shall be effected when an Officer's negligence causes or creates the requirement to replace.

## **ARTICLE 19** **MILEAGE**

### 19.01 MILEAGE

Whenever it is necessary for the proper conduct of the government, business, affairs or functions of the City, for a Bargaining Unit member to drive his private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his private automobile at the prevailing U.S. IRS standard mileage rate permile driven for such purpose, and shall also be reimbursed any parking or toll costs directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and the Police Station. Use of a private automobile must be approved in advance by the Mayor or his designee.

## **ARTICLE 20** **SICK TIME**

### 20.01 SICK LEAVE

1. Each full-time Bargaining Unit member shall be entitled, for each complete month of service to the City, to be absent for one and one-fourth (1-1/4) week days or a total of ten (10) hours with pay for the reasons specified in Subsection Four (4) hereof. For the purpose of this Section, a total of one hundred sixty (160) hours of work within any one (1) calendar month shall be considered as one (1) month of full-time employment. However, in computing such total of one hundred sixty (160) hours in any calendar month, no deduction shall be made for the absence of a Bargaining Unit member due to illness of or injury to the Bargaining Unit member, which illness or injury shall be established by the evidence required by Subsection Four (4) hereof, or due to paid vacations or legal holidays.

2. Compensation to be allowed for such days of sick leave actually taken by a Bargaining Unit member shall be on the same basis to which the Bargaining Unit member would have been entitled as compensation for his usual service if it had been performed on such days.

3. Unused sick leave may be accumulated without limit.

4. When approved by the Mayor, a Bargaining Unit member may use sick leave as provided in Subsection One (1) above, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees and to illness or death in the employee's immediate family. Immediate family shall mean the employee's spouse, child, parent, brother or sister. Nothing contained in this Section shall be construed to authorize sick leave with pay for any sickness or accident resulting from moral turpitude, intoxication or use of narcotics.

The Employer may require certification of medical attention when an employee is off for three (3) consecutive workdays or after four (4) undocumented occurrences in a rotating year.

5. Except as provided in Subsection Six (6) hereof, sick leave credit shall be effective only during such time as a Bargaining Unit member remains in the employ of the City and no Bargaining Unit member shall be entitled to any compensation in any form for any unused sick leave credit remaining upon the termination of his employment with the City. However, the previously accumulated sick leave of a Bargaining Unit member whose employment with the City has been terminated may, with approval of the Mayor, be placed to his credit in the event of his re-employment by the City within a period of three (3) years from the date of his last employment by the City.

6. Upon the retirement, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, there shall be paid an amount representing any previously accumulated sick leave earned while in the employ of the City of Willowick at such Bargaining Unit member current rate of compensation as follows:

A. Payment shall be for a maximum of one hundred twenty (120) days or a total of nine hundred sixty (960) hours of accumulated, unused sick leave upon retirement, to any Bargaining Unit member.

B. In case of death, to the Bargaining Unit member's surviving spouse, if any, who was living with such Bargaining Unit member or dependent upon him for support at the time of his death, or if there is no surviving spouse, to the dependent children, including adopted children, of such Bargaining Unit member or for their use to their legal guardian or guardians or to the person or persons who, as determined by the Mayor, were dependent upon such Bargaining Unit member for support or for their use to their legal guardian or guardians or to the person or persons with whom they are living. The determination of the Mayor as to the person or

persons entitled to receive any payment in accordance with this Subsection shall be final and neither the Mayor nor the City nor any other Bargaining Unit member shall be required to see to the proper expenditure of any such payments.

C. In the case of injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, to the employee or for his use to the guardian or conservator of his estate, if any, or to the person or persons having custody and care of such Bargaining Unit member, if any, provided that the determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this Subsection shall be final and neither the Mayor nor the City nor any other Bargaining Unit member thereof shall be required to see to the proper expenditure of any such payment.

7. An employee of any public agency or state or federally funded program who is hired by the City of Willowick shall be credited with the unused balance of his accumulated sick leave with such public agency. Provided that no cash out provision was exercised and that such balance is evidenced to the satisfaction of the Mayor by an appropriate certificate or letter from the appropriate official of such public agency.

8. Sick leave transfer credited from any public agency or program shall not be added to the total sick leave earned as a City of Willowick employee for purposes of any type of cash out. Transferred sick leave may only be used as sick leave after exhausting sick leave accrued with the City of Willowick.

## **ARTICLE 21**

### **INJURY LEAVE**

21.01 An employee who is injured while on duty, on the City's payroll and is temporarily and totally disabled for a period exceeding seven (7) calendar days and is entitled to Workers' Compensation, shall be eligible for paid leave not to exceed ninety (90) calendar days, unless eligible for a pension.

21.02 Should payments be made by the Employer to an employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the employee's accumulated leave credits (e.g. sick leave, vacation, etc.) or payroll deduction.

21.03 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof. Said extension of paid injury leave shall not be unreasonably denied.

21.04 Time off during paid injury leave shall count toward service credit and vacation accruals. There shall be no accrual of sick leave credit while being paid injury leave.

21.05 When receiving injury leave pay, the employee shall sign off and refund the City any

loss of time compensation received under Ohio Workers' Compensation for such time an employee is paid injury leave.

21.06 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer.

21.07 An employee on injury leave or receiving temporary total compensation through Workers' Compensation or similar self-funded program as a result of an on duty injury may be required to return to work in a transitional work assignment as determined by the Employer. Such assignments will be for cases that are temporary in nature and will take into consideration any limitations placed on the employee by the attending physician.

**ARTICLE 22**  
**TIME ALLOWED FOR DEATH OF RELATIVES**

22.01 Each Bargaining Unit member shall be allowed, with full compensation and without deduction from accumulated sickleave, twenty-four (24) hours in the event of the death and attendance at the funeral of any of the following relatives of such employee or his or her spouse; spouse, child, parent, brother, sister, or grandparent.

**ARTICLE 23**  
**VACATION**

23.01 ANNUAL VACATION.

Each regular full-time Bargaining Unit member shall receive a vacation based upon the following schedule of years of service in the active pay status:

<u>YEARS OF SERVICE</u>	<u>VACATION IN WEEKS</u>
1 or more but less than 5	2 weeks ( 80 Hrs.)
5 or more but less than 10	3 weeks (120 Hrs.)
10 or more but less than 15	4 weeks (160 Hrs.)
15 or more but less than 20	5 weeks (200 Hrs.)
20 or more	6 weeks (240 Hrs.)

A vacation may be split into four (4) separate periods, including the addition of allotted holidays in Article 23. Holiday Hold Back. Employees will be permitted to hold back scheduling of up to forty (40) hours of holiday time that may be scheduled in not less than one (1) hour increments before the end of the year. Such days will not be granted off if it causes overtime or if it affects shift minimums established by the Employer. An employee who held back holidays who fails or is unable to utilize such days shall lose the days.

For the purpose of determining the number of vacation days to which each regular full-time Bargaining Unit member is entitled, years of service shall be defined as an

employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Police Officer or as adjusted for prior continuous part-time service credit.

Each member shall be entitled to one vacation for each twelve (12) months worked. The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.

In case of emergency, the Chief of Police has the right to require any Bargaining Unit member to work all or part of a planned vacation leave. If a Bargaining Unit member is required to work under circumstances set forth above, the Bargaining Unit member shall be paid an amount equal to the usual compensation for the day or days worked and the Bargaining Unit member shall have the vacation days worked scheduled for a later time in the calendar year.

## **ARTICLE 24** **HOLIDAYS**

### 24.01 TIME OFF FOR THE HOLIDAYS

A. Each full-time Bargaining Unit member shall receive credit for eleven (11) legal holidays or a total of eighty eight (88) hours in each calendar year after being on the force full-time for thirty (30) days, provided the employee is in the active pay status on the scheduled workday prior and the scheduled workday after each designated City holiday as they fall. These holidays may be taken in accordance with the vacation time covered in Article 22.

The number of holidays an employee is entitled to annually, will be reduced for each event an employee is not in the active pay status on the scheduled workday prior and the scheduled workday after each designated City holiday falls.

B. Each full-time Bargaining Unit member shall receive three (3) personal days (24 hours) or a total of twenty four hours (24) in each calendar year, to be taken with the advance approval of the Chief of Police and when the workshift is at sufficient strength so the City will not be required to have another employee work for the employee requesting the day off.

The number of personnel days an employee is entitled to annually will be reduced proportionately based on the number of hours the employee was not in the active pay status in the previous calendar year.

C. New full-time employees shall be entitled to personal days as set out in this section in the next calendar year of employment. A new employee will be entitled to one (1) personal day (8 hours) for each full quarter remaining in the calendar year of hire.

The number of personal days an employee is entitled to annually will be reduced

proportionately based on the number of hours the employee was not in the active pay status in the previous calendar year.

**ARTICLE 25**  
**FITNESS FOR DUTY**

25.01 An employee found unfit for duty or unable to return to service after an extended medical leave as authorized by the Employer, shall be removed from employment in a non-disciplinary manner.

25.02 Initial determination may be based on the employee's physician's medical statement or, at the Employer's expenses, an employee may be required to submit to a medical examination to determine fitness for duty pursuant to OAC 123:1-30-01.

25.03 A pre-separation hearing will be offered in the case of an involuntary disability separation, pursuant to OAC 123:1-30-02. Voluntary disability separation shall be processed pursuant to OAC 123:1-30-03.

25.04 An employee who has been separated from service due to a disability separation shall have reinstatement rights as set out in OAC 123:1-30-04, excluding sub-section (1), who's right of appeal shall be subject to the grievance and arbitration article of this Agreement which shall be the sole and exclusive remedy.

**ARTICLE 26**  
**LENGTH OF AGREEMENT**

26.01 This Agreement shall remain in effect until December 31, 2024 and shall automatically renew itself thereafter year to year unless written notice of its desire to terminate, modify, or negotiate a successor agreement is served by either party upon the other party at least ninety (90) days prior to this Agreement's expiration date.

26.02 Article 16 - Overtime, Sections 16.01, 16.02 and 16.03 remain unresolved as of the implementation of this Agreement. Such Article shall be modified as jointly agreed or as a result of resolution through provisions set out in Ohio Revised Code 4117 in SERB Case #00-MED-09-0988 and #00-MED-09-0989.

**ARTICLE 27**  
**TOTAL AGREEMENT**

27.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon advance written notification to the Union and upon request of either party to discuss the impacts on the bargaining unit.

**ARTICLE 28  
CRITICAL INCIDENTS**

28.01 For the purpose of this Article, a critical incident shall be defined as any event that occurs in the line of duty that involve any line of duty death, officer-involved shooting, serious physical assault, motor vehicle accident relating to law enforcement pursuits, hostage situations, suicides, child fatality, or mass casualty incidents.

28.02 Any employee whose law enforcement action results in the death or serious harm to another shall be provided seventy-two (72) hours (three (3) sleep cycles) of paid administrative leave to provide a brief respite from work to marshal natural coping skills and manage the emotional impact of the incident prior to a return to normal duty.

28.03 In a critical incident situation directly involving an employee, he/she shall not be required to make a formal statement within the initial seventy-two (72) hours of administrative leave, except as necessary to protect the safety of the public and to preserve evidence, but such inquiries shall be limited to essential basic facts of the incident. The employee shall be afforded an opportunity to arrange to have a Union representative or attorney present prior to participating in a formal investigation. The employee and his/her representative shall be afforded an opportunity to review video and audio recordings specifically related to the critical incident prior to participating in the investigation.

FOR THE FOP:

FOR THE CITY:

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UNION:

APPROVED AS TO FORM:

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Director of Law



FOP & City of  
Willowick Fact  
Finding **Proposal**  
**Patrol & Rank Officers, 3/15/19**

**ISSUE FIFTEEN**  
**(New)**

**Appendix A**

**APPENDIX  
A**

**MEMORANDUM OF  
UNDERSTANDING**

The City of Willowick and the Fraternal Order of Police (FOP) Willowick Lodge 116 Police Officers and Sergeants and Above enters into this Agreement regarding the institution of a 12 hour shift proposal with the following terms and conditions.

1. Officers assigned twelve (12) hours shifts (6 AM to 6 PM and 6 PM to 6 AM) will be required to be "subject to call out" on their days off: one (1) officer per day, per shift, to be scheduled fairly amongst the respective platoon members on a rotation basis. On each member's scheduled "subject to call out" day, he/ she will remain available to cover road patrol in the event of unanticipated manpower shortages, i.e. officer illness. This "subject to call out" status will remain in effect until one (1) hour after the scheduled start of the shift. This "subject to call out" status will be done without any additional compensation, unless the officer is ordered to report to work. In the event of overtime, the "subject to call out" officer will be contacted first and offered the overtime and afforded the right of first refusal before the overtime is offered to the rest of the department. Should no one voluntarily take the overtime, the "subject to call out" officer will be required to report for duty to fill the shortage.
2. Should the "subject to call out" officer fail to fulfill his/her "subject to call out" responsibility, he/she will be subject to progressive discipline. The Chief of Police or his designee has indicated that he will review any violation on a case by case basis, allowing for legitimate circumstances.
3. Regarding contract section 16.01 Overtime Compensation: all bargaining unit members who are assigned twelve (12) hour shifts, and who work more than eighty (80) hours during a two (2) week period, shall be compensated for such time in excess of eighty (80) hours at a rate which is one (1) and a half (½) times the regular hourly rate of compensation. Similarly, the same stipulation will be understood in section two (2) regarding the accumulation of compensatory time.
4. Regarding Section 19.01 Sick Leave: the language that states "one and one fourth (1 ¼) workdays" will be applied as "ten 10 hours sick time" per month.
5. Regarding Section 21.01 Time Allowed for Death of Relative: the reference to "three (3) days" will now be understood to be converted to twenty-four (24) hours.
6. There is an understanding that officers who are assigned to the 2:00 PM to 2:00 AM shifts will be considered as mid-shift replacements and subject to reassignment to other platoons to fill shift vacancies, including being held over.
7. Finally, under the City's exclusive right to manage the operations of the police department, the Chief of Police or an Acting Chief, will have the right and authority to cancel the twelve (12) hour shift proposal and return to a eight (8) hour day, forty (40) hour week if an event or series of events occur that affect the work force and/ or its ability to maintain efficiency of operations. If this becomes necessary, efforts will be made to give appropriate notice of the change to maintain any scheduling disruptions to the affected officers.

**ORDINANCE NO. 2022-29**

**AN ORDINANCE AMENDING CHAPTER 549.10 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “WEAPONS AND EXPLOSIVES;” SPECIFICALLY SECTION 549.10 TITLED “FIREWORKS,” AND DECLARING AN EMERGENCY.**

WHEREAS, certain parcels within Retail District Boundary have been split and/or modified in such a way that the current text of Codified Ordinance 549.10 must necessarily be modified to accurately reflect the parcels contained within the district boundary.

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

**Section 1.** That Chapter 549 of the Codified Ordinances of the City of Willowick titled “Fireworks” is hereby amended to read and provide as follows:

**549.10 FIREWORKS.**

(a) Definitions. As used in this section, unless otherwise provided:

(1) “1.3G fireworks.” Display fireworks consistent with regulations of the United States Department of Transportation as expressed using the designation “Division 1.3” in Title 49 of the Code of Federal Regulations.

(2) “1.4G fireworks.” Consumer fireworks consistent with regulations of the United States Department of Transportation as expressed using the designation “Division 1.4” in Title 49 of the Code of Federal Regulations.

(3) “Beer” and “intoxicating liquor.” Have the same meaning as in Ohio R.C. 4301.01.

(4) “Booby trap.” A small tube that has a string protruding from both ends that has a friction-sensitive composition and that is ignited by pulling the ends of the string.

(5) “Cigarette load.” A small wooden peg that is coated with a small quantity of explosive composition and that is ignited in a cigarette.

(6) “Controlled substance.” Has the same meaning as in Ohio R.C. 3719.01.

(7) “Discharge site.” An area immediately surrounding the mortars used to fire aerial shells.

(8) “Fireworks.” Any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, except ordinary matches and except as provided in Ohio R.C. 3743.80.

(9) “Fireworks incident.” Any action or omission that occurs at a fireworks exhibition that results in injury or death, or a substantial risk of injury or death, to any person, and that involves either of the following:

A. The handling or other use, or the results of the handling or other use, of fireworks or associated equipment or other materials;

B. The failure of any person to comply with any applicable requirement imposed by this section or Ohio R.C. Chapter 3743, or any applicable rule adopted under this section or Ohio R.C. Chapter 3743.

(10) “Fireworks incident site.” A discharge site or other location at a fireworks exhibition where a fireworks incident occurs, a location where an injury or death associated with a fireworks incident occurs, or a location where evidence of a fireworks incident or an injury or death associated with a fireworks incident is found

(11) “Fireworks plant.” All buildings and other structures in which the manufacturing of fireworks, or the storage or sale of manufactured fireworks by a manufacturer, takes place.

(12) “Fountain Device” means a specific type of 1.4G firework that meets all of the following criteria:

(a) It is nonaerial and nonreport producing.

(b) It is recognized and manufactured in accordance with sections 3.1.1 and 3.5 of APA

(c) It is a ground-based or hand-held sparkler with one or more tubes containing a nonexplosive pyrotechnic mixture that produces a shower of sparks upon ignition, with or without additional effects that may include a colored flame, audible crackling effect, audible whistle effect, or smoke.

(d) It contains not more than seventy-five grams of the nonexplosive pyrotechnic mixture in any individual tube and not more than five hundred grams or less for multiple tubes

(13) “Highway.” Any public street, road, alley, way, lane or other public thoroughfare.

(14) “Licensed building.” A building on the licensed premises of a licensed manufacturer or wholesaler of fireworks that is approved for occupancy by the building official having jurisdiction.

(15) “Licensed exhibitor of fireworks” or “licensed exhibitor.” A person licensed pursuant to Ohio R.C. 3743.50 through 3743.55.

(16) “Licensed fountain device retailer” or “licensed retailer” means a person license pursuant to section 3743.26 of the Revised Code.

(17) “Licensed manufacturer of fireworks” or “licensed manufacturer.” A person licensed pursuant to Ohio R.C. 3743.02 through 3743.08.

(18) “Licensed premises.” The real estate upon which a licensed manufacturer or wholesaler of fireworks conducts business.

(19) “Licensed wholesaler of fireworks” or “licensed wholesaler.” A person licensed pursuant to Ohio R.C. 3743.15 through 3743.21.

(20) “List of licensed exhibitors.” The list required by R.C. § 3743.51(C).

(21) “List of licensed manufacturers.” The list required by R.C. § 3743.03(C).

(22) “List of licensed wholesalers.” The list required by R.C. § 3743.16(C).

(23) “Manufacturing of fireworks.” The making of fireworks from raw materials, none of which in and of themselves constitute fireworks, or the processing of fireworks.

(24) “Navigable waters.” Any body of water susceptible of being used in its ordinary condition as a highway of commerce over which trade and travel is or may be conducted in the customary modes, but does not include a body of water that is not capable of navigation by barges, tugboats, and other large vessels.

(25) “Novelties” and “trick noisemakers.”

A. Devices that produce a small report intended to surprise the user, including but not limited to booby traps, cigarette loads, party poppers, and snappers;

B. Snakes or glow worms;

C. Smoke devices;

D. Trick matches.

(26) “Party popper.” A small plastic or paper item that contains not more than 16 milligrams of friction-sensitive explosive composition that is ignited by pulling a string protruding from the item, and from which paper streamers are expelled when the item is ignited.

(26) “Processing of fireworks.” The making of fireworks from materials all or part of which in and of themselves constitute fireworks, but does not include the mere packaging or repackaging of fireworks.

(27) “Railroad.” Any railway or railroad that carries freight or passengers for hire, but does not include auxiliary tracks, spurs, and sidings installed and primarily used in serving a mine, quarry or plant.

(28) “Retail sale” or “sell at retail.” A sale of fireworks to a purchaser who intends to use the fireworks and not to resell them.

(29) “Smoke device.” A tube or sphere that contains pyrotechnic composition that, upon ignition, produces white or colored smoke as the primary effect.

(30) “Snake” or “glow worm.” A device that consists of a pressed pellet of pyrotechnic composition that produces a large snake-like ash upon burning, which ash expands in length as the pellet burns.

(31) “Snapper.” A small paper-wrapped item that contains a minute quantity of explosive composition coated on small bits of sand and that, when dropped, implodes.

(32) “Storage location.” A single parcel or contiguous parcels of real estate approved by the Ohio Fire Marshal pursuant to R.C. § 3743.04(I) or 3743.17(F) that are separate from a licensed premises containing a retail showroom, and which parcel or parcels a licensed manufacturer or wholesaler of fireworks may use only for the distribution, possession and storage of fireworks in accordance with this chapter.

(33) “Trick match.” A kitchen or book match that is coated with a small quantity of explosive composition and that, upon ignition, produces a small report or a shower of sparks.

(34) “Wholesale sale” or “sell at wholesale.” A sale of fireworks to a purchaser who intends to resell the fireworks so purchased.

(35) “Wire sparkler.” A sparkler consisting of a wire or stick coated with a nonexplosive pyrotechnic mixture that produces a shower of sparks upon ignition and that contains no more than 100 grams of this mixture.

(b) Manufacturing.

(1) No licensed manufacturer of fireworks shall knowingly fail to comply with the rules adopted by the State Fire Marshal pursuant to Ohio R.C. 3743.05 or the requirements of Ohio R.C. 3743.06.

(2) No licensed manufacturer of fireworks shall fail to maintain complete inventory, wholesale sale and retail records as required by Ohio R.C. 3743.07, or to permit an inspection of these records or the premises of a fireworks plant or the wholesaler pursuant to Ohio R.C. 3743.08.

(3) No licensed manufacturer of fireworks shall fail to comply with an order of the State Fire Marshal issued pursuant to Ohio R.C. 3743.08(B)(1) within the specified period of time.

(4) No licensed manufacturer of fireworks shall fail to comply with an order of the State Fire Marshal issued pursuant to Ohio R.C. 3743.08(B)(2) until the nonconformities are eliminated, corrected or otherwise remedied or the 72-hour period specified in those divisions has expired, whichever occurs first.

(5) No person shall smoke or shall carry a pipe, cigarette, or cigar, or a match, lighter, other flame-producing item, or open flame on, or shall carry a concealed source of ignition into, the premises of a fireworks plant, except as smoking is authorized in specified lunchrooms or restrooms by a manufacturer pursuant to Ohio R.C. 3743.06(C).

(6) No person shall have possession or control of, or be under the influence of, any intoxicating liquor, beer, or controlled substance while on the premises of a fireworks plant.

(c) Wholesaling.

(1) No licensed wholesaler of fireworks shall knowingly fail to comply with the rules adopted by the State Fire Marshal pursuant to Ohio R.C. 3743.18 or the requirements of Ohio R.C. 3743.19.

(2) No licensed wholesaler of fireworks shall fail to maintain complete inventory, wholesale sale and retail records as required by Ohio R.C. 3743.20, or to permit an inspection of these records or the premises of a fireworks plant or the wholesaler pursuant to Ohio R.C. 3743.21.

(3) No licensed wholesaler of fireworks shall fail to comply with an order of the State Fire Marshal issued pursuant to Ohio R.C. 3743.21(B)(1) within the specified period of time.

(4) No licensed wholesaler of fireworks shall fail to comply with an order of the State Fire Marshal issued pursuant to Ohio R.C. 3743.21(B)(2) until the nonconformities are eliminated, corrected or otherwise remedied or the 72 hour period specified in those divisions has expired, whichever occurs first.

(5) No person shall smoke or shall carry a pipe, cigarette, or cigar, or a match, lighter, other flame-producing item, or open flame on, or shall carry a concealed source of ignition into, the premises of a wholesaler of fireworks, except as smoking is authorized in specified lunchrooms or restrooms by a wholesaler pursuant to Ohio R.C. 3743.19(D).

(6) No person shall have possession or control of, or be under the influence of, any intoxicating liquor, beer, or controlled substance while on the premises of a wholesaler of fireworks.

(d) Purchasing and Transporting.

(1) No person who resides in another state and purchases fireworks in this State shall obtain possession of the fireworks in this State unless the person complies with Ohio R.C. 3743.~~44~~.

(2) No person who resides in another state and who purchases fireworks in this State shall obtain possession of fireworks in this State other than from a licensed manufacturer or wholesaler, or fail, when transporting 1.3G fireworks, to transport them directly out of this State within 72 hours after the time of their purchase. No such person shall give or sell to any other person in this State fireworks that the person has acquired in this State.

(3) No person who resides in this state and purchases fireworks in this State shall obtain possession of the fireworks in this State unless the person complies with Ohio R.C. 3743.~~45~~.

(4) No person who resides in this State and who purchases fireworks in this State under Ohio R.C. 3743.45 shall obtain possession of the fireworks in this State other than from a licensed manufacturer or licensed wholesaler, or fail, when transporting the fireworks, to transport them directly out of this State within 48 hours after the time of their purchase. No such person shall give or sell to any other person in this State fireworks that the person has acquired in this State.

(e) Prohibited Activities by Exhibitors.

(1) An exhibitor of fireworks licensed under Ohio R.C. 3743.50 through 3743.55 who wishes to conduct a public fireworks exhibition shall apply for approval to conduct the exhibition to the Fire Chief or fire prevention officer and to the Police Chief or other similar chief law enforcement officer, or the designee of the Police Chief or other similar chief law enforcement officer, having jurisdiction over the premises.

(2) The approval required by division (e)(1) of this section shall be evidenced by the Fire Chief or fire prevention officer and by the Police Chief or other similar chief law enforcement officer, or the designee of the Police Chief or similar chief law enforcement officer, signing a permit for the exhibition. Any exhibitor of fireworks who wishes to conduct a public fireworks exhibition may obtain a copy of the form from the State Fire Marshal or, if available, from the Fire Chief, a fire prevention officer, the Police Chief or other similar chief law enforcement officer, or a designee of the Police Chief or other similar chief law enforcement officer.

(3) Before a permit is signed and issued to a licensed exhibitor of fireworks, the Fire Chief or fire prevention officer, in consultation with the Police Chief or other similar chief law enforcement officer, or the designee of the Police Chief or other similar chief law enforcement officer, shall inspect the premises on which the exhibition will take place and shall determine that, in fact, the applicant for the permit is a licensed exhibitor of fireworks. Each applicant shall show his or her license as an exhibitor of fireworks to the Fire Chief or fire prevention officer.

(4) The Fire Chief or fire prevention officer and the Police Chief or other similar chief law enforcement officer, or the designee of the Police Chief or other similar chief law enforcement officer, shall give approval to conduct a public fireworks exhibition only if satisfied, based on the inspection, that the premises on which the exhibition will be conducted allow the exhibitor to comply with the rules adopted by the State Fire Marshal pursuant to Ohio R.C. 3743.53(B) and (E) and that the applicant is, in fact, a licensed exhibitor of fireworks. The Fire Chief or fire prevention officer, in consultation with the Police Chief or other similar chief law enforcement officer or with the designee of the Police Chief or other similar chief law enforcement officer, may inspect the premises immediately prior to the exhibition to determine if the exhibitor has complied with the rules, and may revoke a permit for noncompliance with the rules.

(5) If the Council has prescribed a fee for the issuance of a permit for a public fireworks exhibition, the Fire Chief or fire prevention officer and Police Chief or other similar chief law enforcement officer, or their designee, shall not issue a permit until the exhibitor pays the requisite fee.

(6) Each exhibitor shall provide an indemnity bond in the amount of at least one million dollars with surety satisfactory to the Fire Chief or fire prevention officer and to the Police Chief or other similar chief law enforcement officer, or the designee of the Police Chief or other similar chief law enforcement officer, conditioned for the payment of all final judgments that may be rendered against the exhibitor on account of injury, death, or loss to person or property emanating from the fireworks exhibitor, or proof of insurance coverage of at least one million dollars for liability arising from injury, death, or loss of persons or property emanating from the fireworks exhibition. The Council may require the exhibitor to provide an indemnity bond or proof of insurance coverage in amounts greater than those required by this division. The Fire Chief or fire prevention officer and Police Chief or other similar chief law enforcement officer, or their designee, shall not issue a permit until the exhibitor provides the bond or proof of the insurance coverage required by this division or by the Council.

(7) Each permit for a fireworks exhibition issued by the Fire Chief or fire prevention officer and by the Police Chief or other similar chief law enforcement officer, or the designee of the Police Chief or other similar chief law enforcement officer, shall contain a distinct number, designate the municipality, and identify the certified fire safety inspector, Fire Chief, or fire prevention officer who will be present before, during and after the exhibition, where appropriate. A copy of each permit issued shall be forwarded by the Fire Chief or fire prevention officer and by the Police Chief or other similar chief law enforcement officer,

or designee of the Police Chief or other similar chief law enforcement officer, issuing it to the State Fire Marshal. A permit is not transferable or assignable.

(8) The Fire Chief or fire prevention officer and Police Chief or other similar chief law enforcement officer, or designee of the Police Chief or other similar chief law enforcement officer, shall keep a record of issued permits for fireworks exhibitions. In this list, the Fire Chief, fire prevention officer, Police Chief or other similar chief law enforcement officer, or designee of the Police Chief or other similar chief law enforcement officer, shall list the name of the exhibitor, his or her license number, the premises on which the exhibition will be conducted, the date and time of the exhibition, and the number and political subdivision designation of the permit issued to the exhibitor for the exhibition.

(9) The Council shall require that a certified fire safety inspector, Fire Chief or fire prevention officer be present before, during and after the exhibition, and shall require the certified fire safety inspector, Fire Chief or fire prevention officer to inspect the premises where the exhibition is to take place and determine whether the exhibition is in compliance with this section and Ohio R.C. Chapter 3743.

(10) No licensed exhibitor of fireworks shall fail to comply with the applicable requirements of the rules adopted by the State Fire Marshal pursuant to Ohio R.C. 3743.53(B) and (E) or to comply with Ohio R.C. 3743.53(C) and (D).

(11) No licensed exhibitor of fireworks shall conduct a fireworks exhibition unless a permit has been secured for the exhibition pursuant to Ohio R.C. 3743.54 or a substantially equivalent municipal ordinance, or if a permit so secured is revoked by a Fire Chief or fire prevention officer, in consultation with a Police Chief or other similar chief law enforcement officer, or with a designee of a Police Chief or other similar chief law enforcement officer, pursuant to those sections.

(12) No licensed exhibitor of fireworks shall acquire fireworks for use at a fireworks exhibition other than in accordance with Ohio R.C. 3743.54 and 3743.55, or a substantially equivalent municipal ordinance.

(13) No licensed exhibitor of fireworks or other person associated with the conduct of a fireworks exhibition shall have possession or control of, or be under the influence of, any intoxicating liquor, beer, or controlled substance while on the premises on which the exhibition is being conducted.

(14) No licensed exhibitor of fireworks shall permit an employee to assist the licensed exhibitor in conducting fireworks exhibitions unless the employee is registered with the State Fire Marshal under Ohio R.C. 3743.56.

(f) Possession, Sale, Discharge and Advertising; Falsification.

(1) No person ~~shall possess fireworks in this Municipality or~~ shall possess for sale or sell fireworks in this Municipality, except a licensed manufacturer of fireworks as authorized by Ohio R.C. 3743.02 through 3743.08, a licensed wholesaler of fireworks as authorized by Ohio R.C. 3743.15 through 3743.21, a shipping permit holder as authorized by Ohio R.C. 3743.40, an out-of-state resident as authorized by Ohio R.C. 3743.44, a resident of this State as authorized by Ohio R.C. 3743.45, or a licensed exhibitor of fireworks as authorized by Ohio R.C. 3743.50 through 3743.55, or as authorized by any municipal ordinance that is substantially equivalent to any of these statutes, and except as provided in Ohio R.C. 3743.80 or a substantially equivalent municipal ordinance.

(2) ~~Except as provided in Ohio R.C. 3743.80 or a substantially equivalent municipal ordinance, and except for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 through 3743.55 or a substantially equivalent municipal ordinance, no person shall discharge, ignite, or explode any fireworks in this Municipality. Any person authorized under this section to possess 1.4G fireworks in this state may discharge, ignite, or explode those fireworks on private property, with authorization from the property owner, on the following days each year:~~

- (1) The first day of January;
- (2) Chinese new year's day;
- (3) The fifth day of May;
- (4) The last Monday in May, and the Saturday and Sunday immediately preceding that day;
- (5) The nineteenth day of June;
- (6) The third, fourth, and fifth days of July;
- (7) The first Friday, Saturday, and Sunday before and after the fourth day of July;
- (8) The first Monday of September, and the Saturday and Sunday immediately preceding that day;
- (9) Diwali;
- (10) The thirty-first day of December;
- (11) Legal holidays, as defined in section 1.14 of the Revised Code.

(3) No person shall use in a theater or public hall what is technically known as fireworks showers, or a mixture containing potassium chlorate and sulphur.

(4) No person shall sell fireworks of any kind to a person under 18 years of age. No person under 18 years of age shall enter a fireworks sales showroom unless that person is accompanied by a parent, legal guardian or other responsible adult. No person under 18 years of age shall touch or possess fireworks on a licensed premises without the consent of the licensee. A licensee may eject any person from a licensed premises that is in any way disruptive to the safe operation of the premises.

~~—(5) Except as otherwise provided in R.C. §3743.44, no person, other than a licensed manufacturer, licensed wholesaler, licensed exhibitor, or shipping permit holder shall possess 1.3G fireworks in this Municipality.~~

(5) This section does not limit the enforcement of any ordinance, resolution, or statute that regulates noise, disturbance of the peace, or disorderly conduct.

(6) No person shall negligently discharge, ignite, or explode fireworks while in possession or control of, or under the influence of, any intoxicating liquor, beer, or controlled substance.

(7) No person shall negligently discharge, ignite, or explode fireworks on the property of another person without that person's permission to use fireworks on that property.

(g) Transporting and Shipping.

(1) No person shall transport fireworks in this Municipality except in accordance with the rules adopted by the State Fire Marshal pursuant to Ohio R.C. 3743.58.

(2) As used in this division, "fireworks" includes only 1.3G and 1.4G fireworks. No person shall ship fireworks into this Municipality by mail, parcel post, or common carrier unless the person possesses a valid shipping permit issued under Ohio R.C. 3743.40, and the fireworks are shipped directly to the holder of a license issued under Ohio R.C. 3743.03, 3743.16 or 3743.51.

(3) No person shall ship fireworks within this Municipality by mail, parcel post, or common carrier unless the fireworks are shipped directly to the holder of a license issued under Ohio R.C. 3743.01, 3743.16 or 3743.51.

(h) Exceptions. This section does not prohibit or apply to the following:

(1) The manufacture, sale, possession, transportation, storage, or use in emergency situations of pyrotechnic signaling devices and distress signals for marine, aviation, or highway use;



- (2) The manufacture, sale, possession, transportation, storage or use of fusees, torpedoes, or other signals necessary for the safe operation of railroads;
- (3) The manufacture, sale, possession, transportation, storage or use of blank cartridges in connection with theaters or shows, or in connection with athletics as signals for ceremonial purposes;
- (4) The manufacture for, the transportation, storage, possession or use by, or the sale to the armed forces of the United States and the militia of this State of pyrotechnic devices;
- (5) The manufacture, sale, possession, transportation, storage or use of toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing 0.25 grains or less of explosive material are used, provided that they are constructed so that a hand cannot come into contact with a cap when it is in place for explosion, or apply to the manufacture, sale, possession, transportation, storage or use of those caps;
- (6) The manufacture, sale, possession, transportation, storage or use of novelties and trick noisemakers, auto burglar alarms, or model rockets and model rocket motors designed, sold, and used for the purpose of propelling recoverable aero models;
- (7) The manufacture, sale, possession, transportation, storage or use of wire sparklers.
- (8) The conduct of radio-controlled special effect exhibitions that use an explosive black powder charge of not more than one-quarter pound per charge, and that are not connected in any manner to propellant charges; provided, that the exhibition complies with all of the following:
- A. No explosive aerial display is conducted in the exhibition;
  - B. The exhibition is separated from spectators by not less than 200 feet;
  - C. The person conducting the exhibition complies with regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Department of the Treasury and the United States Department of Transportation with respect to the storage and transport of the explosive black powder used in the exhibition.
- (i) Forfeiture and Disposal. Fireworks manufactured, sold, possessed, transported, or used in violation of this section shall be forfeited by the offender. The Fire Marshal's office or certified fire safety inspector's office shall dispose of seized fireworks pursuant to the procedures specified in Ohio R.C. 2981.11 to 2981.13 for the disposal of forfeited property by law enforcement agencies, and the Fire Marshal or that office is not liable for claims for the loss of or damages to the seized fireworks.

(ORC 3743.68(B))

(j) Penalty.

- (1) Except as otherwise provided in division (j)(2) or (j)(3) of this section, whoever violates any provisions of this section is guilty of a misdemeanor of the first degree.
- (2) If the offender previously has been convicted of or pleaded guilty to a violation of Ohio R.C. 3743.60(I) or Ohio R.C. 3743.61(I), or a substantially equivalent municipal ordinance, a violation of division (b)(5) of this section or division (c)(5) of this section is a felony to be prosecuted under appropriate state law.
- (3) Whoever violates division (e)(10) of this section is guilty of a misdemeanor of the first degree. In addition to any other penalties that may be imposed on a licensed exhibitor of fireworks under this division and unless the third sentence of this division applies, the person's license as an exhibitor of fireworks or as an assistant exhibitor of fireworks shall be suspended. If the violation of division (e)(10) of this section results in serious physical harm to persons or serious physical harm to property, the person's license as an exhibitor of fireworks or as an assistant exhibitor of fireworks shall be revoked.

**Section 2.** That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare of the residents of the City of Willowick, and that it will ensure the orderly and uninterrupted efficient operation of the City and its safety forces.

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

Adopted by Council: \_\_\_\_\_, 2022

\_\_\_\_\_  
Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2022

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

Approved by the Mayor: \_\_\_\_\_, 2022

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

**RESOLUTION NO. 2022 - 16**  
**A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)**  
**TO MOTOROLA SOLUTIONS IN THE AMOUNT OF \$9,375.00, FOR THE CITY OF**  
**WILLOWICK, AND DECLARING AN EMERGENCY.**

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

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

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

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

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

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

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

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick; and so that the certificate meets the timeliness requirement of the Ohio State Auditor; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

**PASSED:** \_\_\_\_\_, 2022

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

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2022

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2022

**ATTEST:**

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

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



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

# ORIGINAL INVOICE

<b>Transaction Number</b> 8230368772		<b>Transaction Date</b> 25-MAY-2022		<b>Transaction Total</b> 9,375.00 USD	
<b>P.O. Number</b>			<b>P.O. Date</b>		<b>Customer Account No</b> 1036533273
<b>Payment Terms</b> Net Due in 30 Days				<b>Payment Due Date</b> 24-JUN-2022	

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

**Bill To Address**

WILLOWICK POLICE DEPT, CITY OF  
 ATTN: Accounts Payable  
 30435 LAKESHORE BLVD  
 WILLOWICK OH 44095  
 United States

**Ship To Address**

WILLOWICK POLICE DEPT, CITY OF  
 30435 LAKESHORE BLVD  
 WILLOWICK OH 44095  
 United States

**IMPORTANT INFORMATION**

Contract Number  
 USC000571167

Sales Order(s): USC000571167

*I HEREBY CERTIFY THAT THE GOODS, MATERIALS,  
 &/OR SERVICES SHOWN IN THIS INVOICE HAVE BEEN  
 RECEIVED &/OR RENDERED ON BEHALF OF THE  
 CITY OF WILLOWICK. P.O. # 54663  
6-8-20-22  
 [Signature]*

For all invoice payment inquiries contact  
 SLT5CTRA@motorolasolutions.com  
 Telephone: 800-247-2346  
 Fax: +1(631)883-4238

**SPECIAL INSTRUCTIONS / COMMENTS**

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	WAR-4RE-CAR-2ND	Service From: 16-MAY-2022 Service To: 15-MAY-2023 4RE EXTENDED WARRANTY:16-MAY-2022:15-MAY-2023:			700.00
2	WAR-VIS-CAM-NOF	Service From: 16-MAY-2022 Service To: 15-MAY-2023 WARRANTY, VISTA NO-FAULT:16-MAY-2022:15-MAY-2023:			3,995.00
3	WGW00155-203	Service From: 16-MAY-2022 Service To: 15-MAY-2023 MAINTENANCE SUPPORT,SOFTWARE MAINTENANCE, EVIDENCE LIBRARY, VISTA:16-MAY-2022:15-MAY-2023:			4,680.00

Please detach here and return the bottom portion with your payment

**Payment Coupon**

<b>Transaction Number</b> 8230368772	<b>Customer Account No</b> 1036533273	<b>Payment Due Date</b> 24-JUN-2022	<b>Transaction Total</b> 9,375.00 USD	<b>Amount Paid</b>
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

WILLOWICK POLICE DEPT, CITY OF  
 ATTN: Accounts Payable  
 30435 LAKESHORE BLVD  
 WILLOWICK OH 44095  
 United States

**Payment Transfer Details**

CHICAGO  
 WIRE Routing Transit Number: 026009593  
 ACH/EFT Routing Transit Number: 111000012  
 SWIFT: BOFAUS3N  
 Bank Account No: 3756319819

**Send Payments To:**



Motorola Solutions, Inc.  
 13104 Collections Center Drive  
 Chicago IL 60693  
 United States

Please provide your remittance details to:  
 US.remittance@motorolasolutions.com



Motorola Solutions, Inc.  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

# ORIGINAL INVOICE

Transaction Number 8230368772	Transaction Date 25-MAY-2022	Transaction Total <b>9,375.00 USD</b>	
P.O. Number		P.O. Date	Customer Account No 1036533273
Payment Terms Net Due in 30 Days			Payment Due Date 24-JUN-2022

Total Tax OH 0.00			USD Subtotal	9,375.00
			USD Total Tax	0.00
			USD Total	9,375.00
			USD Amount Due	9,375.00



\*



**RESOLUTION NO. 2022-17**

**A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE CITY OF WILLOWICK FOR CONSTRUCTION OF E. 327<sup>TH</sup> STREET SEWER REHABILITATION PHASE II WASTEWATER FACILITIES, DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN, AND DECLARING AN EMERGENCY.**

**Whereas**, the City of Willowick seeks to upgrade its existing wastewater facilities; and

**Whereas**, the City of Willowick intends to apply for Water Pollution Control Loan Fund (WPCLF) for the construction of the E. 327<sup>th</sup> Street Sewer Rehabilitation Phase II wastewater facilities; and

**Whereas**, the Ohio Water Pollution Control Loan Fund (WPCLF) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

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

**Section 1.** That the Mayor be and is hereby authorized to apply for a WPCLF loan, sign all documents for and enter into a Water Pollution Control Loan Fund (WPCLF) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of wastewater facilities on behalf of the City of Willowick, Ohio.

**Section 2.** That the dedicated source of repayment will be the Sewer Revenue Fund and the Street Improvement Levy Fund.

**Section 3.** That the Mayor is further authorized to execute any and all additional documents and forms necessary, consistent with the terms and conditions, to implement said proposal.

**Section 4.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

**Section 5.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick.

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

Adopted by Council: \_\_\_\_\_, 2022

\_\_\_\_\_  
Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2022

Approved by the Mayor: \_\_\_\_\_, 2022

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

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