



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, October 21, 2025 at 6:30 PM
City Council Chambers

ADA NOTICE

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

AGENDA

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

- [1.](#) Motion to approve the Minutes from the Regular Council Meeting of October 7, 2025.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

ADMINISTRATIVE APPEALS

- [2.](#) ADMINISTRATIVE APPEAL ORDER NO. 2025-28: (MARUCCI)

AN ORDER GRANTING A VARIANCE AND EXCEPTION TO ALLOW A NEW GRAVEL/LOOSE AGGREGATE PARKING LOT IN THE APPLICATION OF SECTION 1163.13(d) 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 – Goran Vrhovac

Law Director – Mandy Gwartz

Police Chief – Rob Daubenmire

Fire Chief – Bill Malovrh

Chief Housing/Zoning Inspector – Sean Brennan

WARD MATTERS**PUBLIC PARTICIPATION**

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

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Mohorcic, Antosh

Safety – Phares, Malta, McFarland

Service, Utilities & Public Lands – Malta, Phares, McFarland

Streets, Sidewalks & Sewers – Mohorcic, Bisbee, Malta

Tax Compliance – McFarland, Antosh, Phares

Moral Claims – Antosh, Phares, Koudela

Budget – Mohorcic, Koudela, Bisbee

LIAISON REPORTS

Planning – Phares/Alternate Antosh

Board of Zoning Appeals – McFarland/Alternate Koudela

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Plan Review Board – Antosh

FUND TRANSFERS & BID AUTHORIZATIONS**CONTRACT APPROVALS****INTRODUCTION & CONSIDERATION OF LEGISLATION**

3. ORDINANCE NO. 2025-43:

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.

4. ORDINANCE NO. 2025-44:

AN ORDINANCE AMENDING ORDINANCE 2025-13 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND (101); SCM&R FUND (202); PERMISSIVE LICENSE FEE FUND (215); STREET IMPROVMENT LEVY FUND (213); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY.

MISCELLANEOUS

5. A motion authorizing the Mayor and Finance Director to complete an application and claim on behalf of the City of Willowick to participate in a Discover Card Class Action lawsuit.
6. Motion to approve a purchase order in the amount of \$20,500 to Morton Salt for road salt.
7. Motion to amend the Pupil payment from \$31,000 to \$36,000 per the compensation Agreement for the Shoreland Crossing TIF.
8. Motion to approve a purchase order in the amount of \$66,585.00 to Preston Chevy for the purchase of a Van with service body.

PUBLIC PARTICIPATION

a) Public statement (1 minute maximum)

b) Council response to the public

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

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, October 07, 2025 at 6:30 PM
 City Council Chambers

ADA NOTICE

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

MINUTES

CALL MEETING TO ORDER

This meeting was called to order at 7:32 p.m. by Council President Koudela.

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

All members in attendance with the exception of Mr. Mohorcic.

APPROVAL OF MINUTES

1. Motion to approve the Minutes from the Regular Council Meeting of September 16, 2025.

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

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

Motion carried. Minutes approved.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor Vanni reminds everyone that tomorrow night at the American legion Hall there is the town hall to discuss the two renewal levies that are on the November Ballot. 6:30-7:30 p.m. Reminder these are not an increase. He received good news from the WE superintendent. Improvements for Royalview and Willowick Middle. They started working on new electric and AC. Will do flooring and painting in the summer as well as some cosmetic improvements. In 2027 will turn their attention to the Middle School. He was there for student council event with 4th and 5th graders. It was impressive. They raised \$1000 for Hearts and Hammers and \$500 for the pet food last year. Looking forward to seeing what they do this year. New businesses coming in- Chopstick Cuisine is about 2 months away from opening. Crave Cookies will be opening very soon. If you go to Cleveland Online Magazine there is a nice article. This is their first chain in NE Ohio. The strip mall is now fully complete. He likes the mix we have of businesses in there. Original Steak and Hoagie are coming to Plan Review this Thursday. Looking at the

old PNC Bank behind Shoregate. Two big ones coming up later this year with the old Willowick Café and Alfredos Italian Market. It is good to see people want to come to Willowick to do business.

TLC Grant for the Vine Street Corridor. Had a meeting and all 3 decided to apply. We got \$1.5 million a couple years ago that we split. Laketrans is taking point on the application process. We feel we can get more together than separate. SS4A committee is set. Tim might go into that more in his report. First meeting next week. We want public opinions, support, and input. They will be at the fall flea market this Saturday 9-2 at Manry. He will be there as well. We also had Civil Service meeting yesterday. There is a Sargent retiring in March. We will hire a replacement for him.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

Mr. Phares says the Sunoco on Lakeshore changed owners. Is it staying a gas station?

Mayor Vanni says we do not know for certain. He knows Law Director is going to speak on it.

Mr. Phares asks if gas stations usually need a liquor license?

Mayor says yes for beer sales too.

Law Director Gwirtz says that is what will be discussed. This is a situation where no one has contacted Building department at all for any plans. We do not have an idea of what is going in there. It is likely to be the same business but we do not have the information. There is no criminal history or anything there.

Mr. Malta says he is glad the Mayor brought up Royalview and that they are fixing it. We need a new school though, it is 70 years old. Looking to the future for our children and how big our elementary school is, it is time to come to Willowick and build a middle school.

Mayor Vanni says he totally agrees. The new superintendent is really making an effort to include the community and make improvements.

Mr. Malta says the property is there because we don't even use that football field.

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Service Director Shannon submitted his report electronically. The SS4A Committee meeting is next week. It is a 2 year planning phase grant that will evaluate our entire City. It is a big deal. We got federal funding for it. They will do a lot of outreach for it as well. December water line on Lakeshore will be getting work done... it will be torn up for the whole winter. Good news is that is the last section of water line that needs done. They are switching fall to winter now. Leaf season in 3 weeks. He doesn't know when leaves will start. It is hard to figure out when to do it. October 20 is the start date. Hopefully 2 passes, but at least one through the City. It is weather and equipment dependent as well.

Mr. Malta says 566 Fairway has an issue with the apron a year ago. There is a spot that needs fixed.

Ms. Koudela says there were guys working at Vine and Lakeshore. Is the cross walk fixed?

Todd says 95%. They did find a wire chewed through. Should be finished when they come back Friday.

Ms. Koudela asks who the contractor is for the water line?

Todd says same as last year.

Ms. Koudela asks if he passed along the complaints?

Todd says yes. This location will be a little bit challenging and the traffic patterns will be changing daily.

Ms. Koudela asks that they mark the traffic pattern appropriately unlike last time.

Recreation Director – Julie Kless

Doreen comes to do Julie's report. This Saturday 9-2 is the fall flea market. Sunday October 26 5:30-7:30 at the community center is the Halloween dance. Wednesday October 8 the Senior Center is having a health fair from 9-12. Saturday November 8 9-2 is holiday boutique. Wednesday November 19 is Thanksgiving Birthday Lunch, Regovich is catering. If you can attend, we appreciate it, it will be a big one. Friday December 12 at Pine Ridge is Senior Center Christmas party.

Mr. Malta asks what time health fair is tomorrow?

Doreen says 9-12 and there are snacks.

City Engineer – Tim McLaughlin

City Engineer Tim McLaughlin emailed his report. There are a couple items on tonight's agenda. One is concerning the Lakeshore West Rehab project. Bids opened 2 weeks ago and we got good bids. Under legislation and misc, there are items for 305 Resurfacing Project taking place next year.

Finance Director – Goran Vrhovac

Open for questions. No questions.

Law Director – Mandy Gwirtz

Open for questions. No questions.

Police Chief – Rob Daubenmire

Police Chief Daubenmire emailed his report yesterday. This past Sunday, the police department went to MOL and Captains Stadium for Trunk or Treat. Very successful events and he really enjoyed himself. October is Breast Cancer Awareness Month. Police Department is wearing pink badges for the month.

Fire Chief – Bill Malovrh

Fire Chief Malovrh is open for questions.

Mr. Malta says he played phone tag with a resident today regarding an extra charge for ambulance ride. Can he have her call him?

Chief says yes absolutely.

Chief Housing/Zoning Inspector – Sean Brennan

WARD MATTERS

PUBLIC PARTICIPATION

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

Frank McCarty, E 328th St, brings a letter from someone we all know. He reads the letter to Council. He wishes to express his appreciation to the President of the United States, Donald Trump. He offers a round of applause to each member of Council as well.

No one else wishes to speak.

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Mohorcic, Antosh

Ms. Bisbee reports on the Finance Committee Meeting this evening. They talked through different scenarios when it comes to homestead and the percentage that has decreased on the seniors and homestead folks. Looking to expand that. Recommending to go to Council, maintaining the current status quo of the sewer costs.

Safety – Phares, Malta, McFarland

Mr. Phares says there is a Safety Meeting on October 21 at 5:30 p.m. to discuss the Nuisance Ordinance for the final time.

Service, Utilities & Public Lands – Malta, Phares, McFarland

Streets, Sidewalks & Sewers – Mohorcic, Bisbee, Malta

Tax Compliance – McFarland, Antosh, Phares

Mr. McFarland says there will be a Tax Compliance meeting following this meeting. It should be quick.

Moral Claims – Antosh, Phares, Koudela

Ms. Antosh says there will be a Moral Claims meeting this evening as well.

Budget – Mohorcic, Koudela, Bisbee

LIAISON REPORTS

Planning – Phares/Alternate Antosh

Board of Zoning Appeals – McFarland/Alternate Koudela

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Plan Review Board – Antosh

FUND TRANSFERS & BID AUTHORIZATIONS

CONTRACT APPROVALS

2. Motion authorizing the Mayor to enter into a contract with SuperGames for a total of \$7,935.00 for rentals for the City's Winter Wonderland event.

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

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

Motion passed.

3. Motion authorizing the Mayor to enter into a contact with Municipal and Contractors Sealing Products, Inc for the Lakeshore Boulevard Trunk Sewer West Rehabilitation Project in the amount of \$949,560.00.

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

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

Motion passed.

4. Motion authorizing the Mayor and Finance Director to enter into a contract with Asure for COBRA for the City for a total of \$782.64 annual investment for a period of 24 months.

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

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

Motion passed.

INTRODUCTION & CONSIDERATION OF LEGISLATION

5. RESOLUTION NO. 2025-59:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE FINAL CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF E. 305TH STREET FROM LAKELAND BLVD. TO LAKESHORE BLVD (S.R. 283) WITHIN THE CITY OF WILLOWICK, AND DECLARING AN EMERGENCY.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. Mr. McFarland second.

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

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

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

Motion passed. Legislation approved.

6. ORDINANCE NO. 2025- 42:

AN ORDINANCE AMENDING ORDINANCE 2025-13 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND (101); STREET IMPROVMENT LEVY FUND (213); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. Mr. McFarland second.

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

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

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

Motion passed. Legislation approved.

MISCELLANEOUS

7. Motion Authorizing an expenditure to the Willoughby Eastlake school district in the amount of \$108,189.82 for the second half TY/24CY25 Pilot reimbursement and \$31,000.00 for the Pupil Payment per the compensation Agreement for the Shoreland Crossings TIF.

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

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

Motion passed.

8. Motion to declare the items listed in "Appendix A" as Surplus, Unneeded, Unfit for public use and authorizing its Sale or Subsequent Disposal.

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

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

Motion passed.

9. Motion authorizing the City of Willowick Finance Director to certify that \$949,401.00 has been lawfully appropriated for the resurfacing improvements to E. 305th Street from Lakeland Blvd to Lakeshore Blvd.

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

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

Motion passed.

10. Motion authorizing the Mayor to enter into a contract with the State of Ohio Department of Transportation for resurfacing improvements to E. 305th Street from Lakeland Blvd to Lakeshore Blvd in the amount of \$949,401.00.

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

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

Motion passed.

11. Motion authorizing a Liquor Permit to Lakeshore Gas, LLC, located at 29000 Lakeshore Blvd, Willowick, OH 44095.

Mr. McFarland asks if this is because there is a new owner?

Law Director Gwartz says that we believe this is a new operator, but again, the state has made us aware. They do not have an objection and they want to know our position. If we do not agree with them, we have a hearing to state our reasons.

Mr. Phares says the auditor site says there is a new owner.

Law Director says they must have sold the building. They have not presented to building.

Ms. Antosh says if we say no, it goes where?

Law Director says we send the form back that we don't authorize it and set up a hearing.

MOTION: Mr. McFarland motions to approve. Mr. Malta second.

ROLL CALL: Mr. McFarland, yea. Ms. Koudela, NO. Ms. Antosh, NO. Bisbee, NO. Mr. Phares, NO. Mr. Malta, NO.

Motion failed.

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)

Jean Bowen, 472 E 319, asks about number 8... what are the items? Just curious.

No one else wishes to speak.

Ms. Koudela says the items are a 1997 Gator, 50 banquet chairs, 1-man lift, and a leaf/lawn vacuum. All from service department. She receives a copy of the list.

Mr. Malta says the owner of Be Smoothie was a major sponsor in the Malta Challenge cheerleading show. It was the 17th annual last night. Eastlake North won. He congratulates them.

ADJOURNMENT

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

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

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

Motion carried. Meeting Adjourned at 7:11 p.m.

Clerk of Council

Council President

Date

ADMINISTRATIVE APPEAL ORDER NO. 2025-28

AN ORDER GRANTING A VARIANCE AND EXCEPTION TO ALLOW A NEW
GRAVEL/LOOSE AGGREGATE PARKING LOT IN THE APPLICATION OF SECTION
1163.13(d) OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 25-13
RICK MARUCCI/LAKE COUNTY SEWER
32900 LAKELAND BLVD.

WHEREAS, at its meeting of September 10, 2025, the Board of Zoning Appeals, in Case No. 25-13, heard the appeal of Rick Marucci/Lake County Sewer for the requested variance and has recommended to Council that the variance to Section 1163.13(d) of the Codified Ordinances of the City of Willowick be granted; and

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

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

SECTION 1. That the Applicant's variance to Section 1163.13(d) of the Codified Ordinances is hereby _____.

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

PASSED: _____ 2025 _____
President of Council

ATTEST: _____
Clerk of Council

ORDINANCE NO. 2025-43**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.**

WHEREAS, Council has been advised that monies are due the City for services provided in the performance of debris and tree removal upon properties commonly known as:

<i>731 Glenhurst Road</i>	<i>\$ 542.96</i>
<i>297 East 307th Street</i>	<i>\$1,918.05</i>
<i>528 Fairway Blvd</i>	<i>\$4,324.26</i>
<i>28307 Parkwood Drive</i>	<i>\$ 224.26</i>
<i>424 East 308th Street</i>	<i>\$ 224.26</i>
<i>525 East 305th Street</i>	<i>\$ 249.26</i>
<i>30116 Forestgrove Road</i>	<i>\$ 200.00</i>

WHEREAS, statements for said services in the amounts listed above have been forwarded to the individual owners of said properties and, to date, no payments have been received; and

WHEREAS, it has been recommended that said delinquency be placed upon the tax duplicate to be assessed against the subject real property.

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

SECTION 1. That the Director of Finance is hereby authorized and directed to certify to the Lake County Auditor and the Lake County Treasurer for collection as property tax, those monies due the City of Willowick from the individual set forth in Exhibit “A” that is attached hereto and made a part hereof, same to be collected at the next immediate collection period.

SECTION 2. That all formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting and all deliberations of this Council, or 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. That all Ordinances or parts thereof in conflict with the provisions of this Ordinance is hereby repealed.

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

PASSED:_____, 2025

SUBMITTED to the Mayor for his approval
on _____, 2025

ATTEST:

Clerk of Council

President of Council

APPROVED by the Mayor on
_____, 2025

Mayor

EXHIBIT "A"

Name	Address	Parcel Number	Amount
Jean Dunn	731 Glenhurst Road	28-A-039-L-01-072-0	\$ 542.96
Dean William, Muthyus Holen & Elizabeth Holden	297 East 307 th Street	28-A-043-H-00-036-0	\$1,918.05
Beverly & Leslie Horton	528 Fairway Blvd	28-A-042-M-00-006-0	\$4,324.26
Gahriman Bayov	28307 Parkwood Drive	28-A-042-A-00-032-0	\$ 224.26
Cindy Walsh	424 East 308 th Street	28-A-043-K-00-009-0	\$ 224.26
Jerry Deramus	525 East 305 th Street	28-A-039-D-00-004-0	\$ 249.26
David Lamphier, Jr.	30116 Forestgrove Road	28-A-040-G-03-076-0	\$ 200.00

ORDINANCE NO. 2025 - 44

AN ORDINANCE AMENDING ORDINANCE 2025-13 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND (101); SCM&R FUND (202); Permissive License Fee Fund (215); STREET IMPROVMENT LEVY FUND (213); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY.

SECTION 1. Be it ordained by the Council of the City of Willowick, State of Ohio, that to provide for the current expenses and other expenditures of said City of Willowick during the calendar year ending December 31, 2025, that the following sums be and they are hereby set aside and appropriated as follows:

SECTION 2. That there be appropriated from the General Fund:

GENERAL FUND**Police Department****Other**

Office Supplies	101.101.5521	1,800.00
Total Other Expense		1,800.00
Total Police Depratment		1,800.00
TOTAL GENERAL FUND:		1,800.00

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

SCM&R FUND (Revenue)**Service Department****Other**

Street Resurface and Repair	202.601.5367	3,500.00
Total Other Expense		3,500.00
Total Service Depratment		3,500.00
TOTAL SCM&R FUND:		3,500.00

SECTION 4. That there be appropriated from the Premissive License Fee Fund:

Premissive License Fee Fund (Revenue)**Service Department****Other**

Street Resurface and Repair	215.601.5367	3,500.00
Total Other Expense		3,500.00
Total Service Depratment		3,500.00
Premissive License Fee Fund:		3,500.00

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

Street Improvement Levy FUND (Revenue)

<u>Other</u>		
Engineering Fees	213.601.5360	85,000.00
Total Other Expense		85,000.00
TOTAL Street Improvement Levy FUND:		85,000.00
TOTAL ALL FUNDS		93,800.00

SECTION 6. That the Finance Director is hereby authorized to make expenditures or payments from any of the

SECTION 7. All formal actions of this Council concerning the passage of this Ordinance were adopted in an open

SECTION 8. That the Clerk of Council be and she is hereby requested to deliver a certified copy of this Ordinance to

SECTION 9. That this Ordinance is hereby declared and determined to be an emergency measure necessary for the

PASSED: _____, 2025

Submitted to the Mayor for his approval
on _____, 2025

ATTEST:

Council President

Approved by the Mayor on
 _____, 2025

Clerk of Council

Mayor

Buyer Name and Address (Including County and Zip Code) CITY OF WILLOWICK 30435 LAKESHORE BLVD EASTLAKE, OH 44095 LAKE Email: RTENEROVE@CITYOFWILLOWICK.COM Phone: Cell: 440-585-0963	Co-Buyer Name and Address (Including County and Zip Code) N/A Email: N/A Phone: Cell:	Seller Name and Address (Including County and Zip Code) PRESTON CHEVROLET, INC. 13600 WEST CENTER STREET BURTON OH 44021 Salesperson: Deal Number: 121171
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THIS BUYER'S ORDER IS ☒ NEW ☐ USED ☐ CAR ☐ TRUCK ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL TO BE DELIVERED
 FOR THE FOLLOWING ☐ RENTAL VEHICLE ☐ PERSONAL, FAMILY OR HOUSEHOLD ☐ AGRICULTURAL ☐ BUSINESS ON OR ABOUT **10/17/2025**

Year	Make	Model	Type	Trim	Color	Stock #
2025	CHEVROLET	EXPRESS 3500	CB		GAZ SUMMIT	251567

ODOMETER MILEAGE STATEMENT
 THE ODOMETER OF THE PURCHASED VEHICLE NOW READS 8 MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW.

☐ ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.

TRADE IN RECORD 1			
YR.	MAKE	MODEL	TYPE
N/A			
COLOR	TRIM	MILEAGE	
N/A			
VIN	TRADE-IN ALLOWANCE		
N/A			
TITLE NO.	PLATE NO.	EXP. DATE	
N/A			
OWNER	LOAN #		
LIENHOLDER	PHONE		
N/A	N/A		
ADDRESS	SPOKE WITH		
N/A			
PAYOFF AMOUNT	GOOD TILL	VERIFIED BY	
N/A			

TRADE IN RECORD 2			
YR.	MAKE	MODEL	TYPE
N/A			
COLOR	TRIM	MILEAGE	
N/A			
VIN	TRADE-IN ALLOWANCE		
N/A			
TITLE NO.	PLATE NO.	EXR DATE	
N/A			
OWNER	LOAN #		
LIENHOLDER	PHONE		
N/A	N/A		
ADDRESS	SPOKE WITH		
N/A			
PAYOFF AMOUNT	GOOD TILL	VERIFIED BY	
N/A		N/A	

NEGATIVE EQUITY
 The balance owed on Buyer's trade-in(s) or lease turn-in(s) of \$ N/A is greater than the trade-in allowance(s) offered by Seller. The difference is negative equity of \$ N/A. Buyer understands that the Total Balance is increased by the negative equity amount, which Buyer agrees to pay.

☐ DEPOSIT RECEIPT: Seller hereby acknowledges receipt of the sum of \$ N/A as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Seller will refrain from selling the described vehicle for N/A days. This Deposit: ☐ IS ☐ IS NOT REFUNDABLE, subject to the conditions as follows:

TERMS OF PAYMENT OF BALANCE DUE:

☐ RETAIL INSTALLMENT SALE CONTRACT
☐ OTHER N/A

The Agreement incorporates by reference the following agreements:

☐ Retail Installment Sale Contract
☐ Arbitration Agreement (if separate from this Agreement)
☐ Limited Warranty
☐ Delivery Summary/Report
☐ Damage Disclosure
☐ Other N/A
☐ Other N/A

VIN 1GB0GRF76S1166934	
PRICE OF VEHICLE	\$ 66547.00
OTHER GOODS AND SERVICES:	
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
VEHICLE REGISTRATION CONVENIENCE FEE By signing this Agreement, you agree to pay this fee for registration services provided by Seller. You acknowledge that the service is optional, unless required by the secured party.	N/A
TAXABLE PRICE	66547.00
N/A	N/A
N/A	N/A
N/A	N/A
LESS: TRADE IN ALLOWANCE(S)	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
SALES TAX <u>N/A</u> % Tax Base \$ <u>66547.00</u>	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
INSURANCE Describe:	N/A
CASH PRICE OR TRADE DIFFERENCE	66547.00
PLUS: TITLE FEE	15.00
PLUS: REGISTRATION FEE	23.00
DOCUMENTARY FEE	N/A
N/A	N/A
N/A	N/A
N/A	N/A
PLUS: LIEN PAYOFF OR LEASE BALANCE	N/A
TOTAL BALANCE	\$ 66585.00
LESS INITIAL PAYMENT/CASH DOWN	N/A
N/A	N/A
	N/A
	N/A
BALANCE DUE	\$ 66585.00

1. These definitions apply to this Agreement:

"Agreement" means this retail buyer's order.

"Buyer" "you" and "your" means the party or parties executing this Agreement as such.

"Manufacturer" means the manufacturer of the Vehicle.

"Seller" "we" and "us" means the Seller named on page 1 of this Agreement.

"Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Seller.

"Vehicle" is the vehicle or chassis that is the subject of this Agreement.

Seller is not the Manufacturer's agent. Buyer and Seller are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and Seller relating to new vehicles.

2. The Manufacturer may change the price of new vehicles without notice. If the Manufacturer changes the price of the new vehicle of the series and body type of the Vehicle before Seller delivers it to Buyer, Seller may change the price of the Vehicle to Buyer as the law allows. If Seller changes the price of the Vehicle, Buyer may cancel this Agreement and Seller shall return the Trade-in to Buyer if the Trade-in remains available. Buyer agrees to pay Seller reasonable repair charges. If Seller has already sold the Trade-in, the Seller will pay the Buyer the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the Trade-in for sale and any prior credit balance paid by Seller to a prior lienholder on behalf of Buyer. If the vehicle was a lease turn-in and Seller has already paid the prior lease balance, Buyer will owe Seller the amount paid on Buyer's behalf. If the prior credit or lease balance exceeds the proceeds of sale (less expenses), you will owe Seller the excess amount upon request.

3. The Trade-in shall be appraised or re-appraised at the time it is delivered to Seller. The appraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, Buyer may cancel this Agreement. Buyer must exercise Buyer's right to cancel upon a change in the appraised value before Seller delivers the Vehicle to Buyer and Buyer surrenders the Trade-in to Seller.

4. Buyer shall give Seller the certificate of title or satisfactory evidence of title to any Trade-in upon delivery to Seller. Buyer warrants any Trade-in to be Buyer's property, free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title, been reconstructed, rebuilt, flooded or had major mechanical damage that caused the reconstruction of the Trade-in. Buyer represents that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in and that all emission control equipment on the vehicle has not been tampered with and is operational. Buyer authorizes Seller to rely on this representation in entering into this Agreement. If Buyer provides false information related to the Trade-in Buyer agrees to repurchase the Trade-in for the full allowance given to Buyer plus all costs incurred by Seller in resolving the matter including but not limited to reconditioning costs, legal fees, court and collection costs.

5. Except as permitted under **Sections 2 or 3** above, if Buyer fails or refuses to accept delivery of the Vehicle or comply with this Agreement, without limiting any other rights Seller may have, Seller may reimburse itself for any expenses and losses it incurs or suffers as a result of Buyer's failure or refusal to comply with this Agreement, including, without limitation, reasonable attorney's fees. Seller isn't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond Seller's control or without Seller's fault or negligence.

6. The Vehicle price doesn't include sales taxes, use taxes or other taxes (federal, state or local) unless expressly so stated. Buyer agrees to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement,

regardless of who has primary liability for the tax.

7. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment sale contract Buyer may sign related to this Agreement will apply. If such credit insurance is wholly or partially unavailable under the designated policy, Seller will deduct the applicable part of the credit insurance charge shown in this Agreement and the related finance charge from the total time balance. If such credit insurance does not become effective, Seller will notify Buyer. This Agreement and any related retail installment sale contract Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.

8. Buyer agrees to sign such agreements or documents as Seller may reasonably require to effect the transfer of title, the terms and conditions of payment shown in this Agreement and to otherwise carry out the intent of this Agreement.

9. If there is a balance due, and Buyer will obtain financing from a third party, this paragraph applies. Buyer's obligation to buy and Seller's obligation to sell the Vehicle are expressly conditioned upon Buyer obtaining financing for the balance due. Buyer has three business days from the date of this Agreement to obtain such financing. If Buyer fails to obtain financing, this Agreement is canceled and Seller has no obligation to sell Buyer the Vehicle.

10. If Buyer pays Seller with a check that is dishonored or other payment (credit card, debit card, electronic) that is unpaid for any reason, Seller may, in its sole discretion, declare this Agreement null and void and retake the Vehicle and/or make claims against Buyer on the check. In addition, Buyer will pay Seller a returned check charge of \$20 for any check Buyer gives that is dishonored and any costs incurred by Seller to recover the Vehicle.

11. Buyer may arrange financing through Seller or a finance source of Buyer's choosing. Buyer may be able to obtain more favorable financing from a third party. Buyer understands the annual percentage rate (APR) quoted by Seller may be negotiable. If this Agreement shows that any part of the transaction is to be financed, Seller may assist in submitting credit applications to third parties, for which Buyer grants permission. Seller will not lend Buyer money or finance this transaction regardless of any notation to the contrary on any document. No agent, employee or manager of Seller may change this policy.

12. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sale contract between Buyer and Seller, the terms of such retail installment sale contract shall apply. Each provision of this Agreement shall be severable. If any part of this Agreement is deemed or found to be unenforceable for any reason, the rest shall remain enforceable.

13. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

14. **IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** By signing this agreement, except as otherwise provided in Seller's Right to Cancel, Buyer covenants and agrees that Buyer has obtained, or will obtain insurance on the Vehicle, before the Vehicle is driven by anyone.

15. Buyer agrees that Seller may try to contact Buyer in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems for servicing and collection, but not marketing, as the law allows. Buyer also agrees that Seller may try to contact Buyer in those and other ways at any address or telephone number Buyer provides Seller, even if the telephone number is a cell phone number or the contact results in a charge to Buyer.

