



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, November 18, 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

1. Nominations for President Pro Tempore for Tonight's Meeting.

APPROVAL OF MINUTES

2. Motion to approve the Minutes from the Regular Council Meeting of October 21, 2025.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

3. Motion to confirm the Mayoral appointment of Goran Vrhovac and Patrick Mohorcic as members of the Tax Incentive Review Council for a term of two years commencing January 1, 2025.

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Recreation Director – Julie Kless

City Engineer – Tim McLaughlin

Finance Director – Goran Vrhovac

Law Director – Mandy 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**

- 4. Motion authorizing the Mayor to enter into a contract with JD Striping & Services, Inc. for the 2025 Striping Program in the amount of \$88,727.75.
- 5. Motion authorizing the Mayor to enter into a 24 month term contract with DYNEGY ENERGY SERVICES EAST, LLC on behalf of the City of Willowick for a period beginning October 1, 2026 and ending October 1, 2028.
- 6. Motion authorizing the Mayor to enter into a contract with Barker Family Entertainment for a total of One Thousand Five Hundred Ten Dollars (\$1,510.00) for the 250th Year Celebration and the Time Capsule Event set for July 4, 2026.
- 7. Motion authorizing the Mayor to enter into contract with Barracuda for 12 months and authorizing the Finance Director to enter into a contract with SHI to continue email cyber security protection.

INTRODUCTION & CONSIDERATION OF LEGISLATION

- 8. ORDINANCE NO. 2024-45:

AN ORDINANCE AMENDING CHAPTER 921 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “STREETS, UTILITIES AND PUBLIC

SERVICES CODE;” SPECIFICALLY, SECTION 921.08, TITLED “SANITARY SEWER RENTAL RATES,” TO PROVIDE A USE CHARGE RATE BASED UPON \$10.5285 PER 100 CUBIC FEET OF WATER, ESTABLISH A MINIMUM QUARTERLY BILLING FOR SUCH USE CHARGE RATE OF \$84.23 PER 800 CUBIC FEET OF WATER, OR PART THEREOF.

9. ORDINANCE NO. 2025- 46 (Amended):

AN ORDINANCE AMENDING ORDINANCE 2025- 13 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE General Fund (101); Senior Citizens Center Fund (220); OneOhio Opiod Fund (229); 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.

10. ORDINANCE NO. 2025-47:

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.

11. ORDINANCE NO. 2025- 48:

AN ORDINANCE ENACTING A NEW CHAPTER 510 OF THE OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK ENTITLED “NUISANCE ABATEMENT.”

MISCELLANEOUS

12. Motion to authorize a purchase order to Cleveland Electric Illuminating in the amount \$13,004.44 for the relocation of a power pole at City Hall for the new parking lot.

13. Motion authorizing the temporary appointment of Gretchen Kless as the City Senior Center Coordinator for a term to commence on December 15, 2025 and to end on February 20, 2026. The temporary appointment is not to exceed forty (40) hours per week. The City shall pay Gretchen Kless while she is temporary Senior Center Coordinator a rate of \$22.00 an hour.

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 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.

MINUTES

CALL MEETING TO ORDER

This meeting was called to order at 6:32 p.m. by Council President Koudela.

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

All members in attendance.

APPROVAL OF MINUTES

1. Motion to approve the Minutes from the Regular Council Meeting of October 7, 2025.

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

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

Motion carried. Minutes approved.

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.

Applicant is here tonight to answer any questions. No one in the audience is for or against this ordinance.

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

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

Motion carried. Administrative Appeal approved.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor Vanni says that Nick Janek is here from the Lake County Health District. The Deputy Health Commissioner has been looking at federal and state grants for a rat population study in Lake and Geauga Counties and also attempt remediation. This has not been done before with grant funds. Lake/Geauga WIC on 10/20, Health District voted unanimously to accept the WIC grant of \$1 million+ dollars. This year's grant was approved at \$900,000+.

Mayor Vanni thanks him for coming.

Mayor Vanni says 2 weeks from tonight is Election Day. There are two important renewal levies- Not an increase. First is for Police/Fire Capital which allows equipment for safety forces. Second is for storm sewer laterals which provides for repairs on the City side. No increase. Please reach out with any questions. As mentioned at Safety Committee Meeting, they had their first SS4A Committee meeting. 10 members on the Committee, 3 are residents. They are going to meet again November 19. A 2 year long process. These are major improvements which will help us take on large projects in the City. This Friday, everyone is invited to Crave Cookie ribbon cutting at 11:00 a.m. That is the last unit to be filled there. He mentioned last Council meeting, this is their first franchise in NE Ohio. Their Grand Opening is not until Saturday. He is excited about them coming to the City. They have been concentrating on getting these vacant buildings fixed and occupied. They have been looking at maybe a Storefront Renovation Program again with CDBG. He is thinking about forming an association like DTW has. Separate from the City, but the businesses get together. Molly came up with this idea of piggy-backing on Small Business Saturday. They are sending out post cards to see if any businesses in Willowick would like to have specials that day and the City will post them on their socials to get news out.

He says since we are not meeting again until after Election Day, Sunday November 9 at the American Legion is the Veterans Breakfast from 9-12.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

Mr. Phares asks if anything new has come of the entrance at Shoregate?

Todd says they still have the issue with the sinkhole and can't determine where it is at. They do not want them to put an island on something that could potentially sink again.

Mr. Malta thanks Mayor Vanni for supporting the Rangers and stopping up at the Press Box on Friday night and having the opportunity to meet the brand new principal. Last game is Friday.

Ms. Koudela reminds everyone that the next Council Meeting is November 18 due to Election Day.

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

He has two items on the agenda. The salt purchase order and a purchase order for a sewer truck-budgeted item. They actually found this truck by accident. It is actually \$15,000 cheaper than state contract. Yesterday they started leaf collection. They finished section 1 and 2 so far.

Recreation Director – Julie Kless

She says they have their Halloween dance this Sunday 5:30-7:30 at the Community Center. Adding some Christmas events. Will keep everyone posted about all the new programs.

City Engineer – Tim McLaughlin

He updates about projects. There is pre-con for Forestgrove tomorrow. Another pre-con independent of us with Cresthaven and other streets in that area. One other project still working on contracts is Lakeshore Storm Sewer Improvements. Should be finalized in the next couple weeks. He also sent out the E305 results. Very good initial results. They usually like to do a full year to see how the sewers do through multiple events and different seasons. Really good news though so far.

Mr. Mohorcic asks about the 305 report. We are basically comparing in the report that over major rains, the level got 73 inches at its worst and now at similar it is getting 12.5". That prevents flooding because of no backing up?

Tim says correct. There is always a big enough storm that could always cause an issue, but these are very common storms that we have every year.

Mr. Mohorcic asks what the max level is?

Tim says the term is free board. Basically top of surface to top of peak level in there so about 73". Does not mean there will be basement backups, but if you are within that you are in a systematic level for basement issues.

Finance Director – Goran Vrhovac

He says he has a few items on the agenda and is open for questions. He brings the sewer rate increases to Council's attention. They asked previously about a discount from the County for a homestead project. We could, but it would be more detrimental to us. He did put together new projections showing a 5% increase on our side as a discount to our residents that are already in the Homestead Act. These numbers include the 7% we are passing on.

Ms. Bisbee says thank you for the packet of information. We chatted about if we could expand that Homestead but she realizes that if we did that there is an additional cost from Lake County to the City. That doesn't make it feasible at this time?

He says no the cost would make it greater than the discount the residents are getting now.

Ms. Koudela says Goran also mentioned it could be an audit red flag about determining who is eligible and who is not so there is a risk. We could increase that discount? Maybe review and we can discuss more during Sewer Committee section.

Law Director – Mandy Gwartz

No report, but open for questions.

Police Chief – Rob Daubenmire

No report, but open for questions.

Fire Chief – Bill Malovrh

Emailed his report and open for questions.

Ms. Koudela says she saw the pictures of the parrot rescue. She thanks him for the sweatshirts.

Chief Housing/Zoning Inspector – Sean Brennan

No report, but open for questions.

WARD MATTERS

None.

PUBLIC PARTICIPATION

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

No one wishes to speak.

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Mohorcic, Antosh

Ms. Bisbee says that at the last Committee meeting they talked about the 7% increase where the City would shoulder the 2.09% additional from Euclid. We were looking at doing an increase for the Homestead of either 30 to 35 or 30 to 40. At the next meeting in November this will likely be on the agenda.

Mr. Mohorcic says he is comfortable with the 10% discount. It is fair and minimal impact to our fund but a big impact to the residents that use it.

Ms. Bisbee agrees with that as well. She feels it is a good first step.

Ms. Koudela asks if there are thoughts on just doing the 5% and reviewing in a year?

Ms. Bisbee feels that wouldn't do much difference for those residents.

Mr. Mohorcic says he understands the sentiment but looking at the comparison from Finance Director we are looking at about a \$1500 annual impact for that 5% difference.

The remainder of Council echoes that they are good with the 10% as it provides more support to our most vulnerable population.

Mandy says she will prepare legislation for the next meeting.

Ms. Koudela says it will go on 3 readings.

Mayor Vanni says that meeting we have legislation for the increase of 7 and then also the 30 to 40 now.

Ms. Antosh asks when it would start?

Mandy and the Mayor say January 1st.

Goran says 2026 bill in March.

Safety – Phares, Malta, McFarland

Mr. Phares reports on the Safety Meeting that took place prior. They discussed the Nuisance Ordinance. They talked about adding a tiered system of fines for violations. The recommendation was made to Council and will be in legislation at the next Council Meeting and it will go likely 3 readings.

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

Streets, Sidewalks & Sewers – Mohorcic, Bisbee, Malta

Tax Compliance – McFarland, Antosh, Phares

Moral Claims – Antosh, Phares, Koudela

Ms. Antosh says we have one moral claims that Council has to vote on this evening. We met on October 7 and Mr. Mickler is asking for a sewer credit. He received a water credit for filling his swimming pool.

The water department figured out a credit for a leaky toilet. Goran figured out that the sewer credit would be \$39.48 based on the max rebate amount. She asks if Council has any questions.

He thanks Council for hearing him out.

Council voted yes unanimously.

MOTION: Mr. Mohorcic motions to approve the. Ms. Bisbee second.

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

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

Ms. Bisbee wants to mention that all Willowick teams made it to the post-season. One team of fall ball made playoffs and came in 4th.

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.

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

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

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

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

Motion passed. Legislation approved.

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.

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

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

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

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

Motion passed. Legislation approved.

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.

Mr. Mohorcic asks what that is?

Goran says that discover has been charging additional fees to merchants. They have been legally obligated to send these letters out to claim these funds back. We are going to enter to see what we are eligible for.

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

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

Motion carried.

6. Motion to approve a purchase order in the amount of \$20,500 to Morton Salt for road salt.

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

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

Motion carried.

7. Motion to amend the Pupil payment from \$31,000 to \$36,000 per the compensation Agreement for the Shoreland Crossing TIF.

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

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

Motion carried.

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.

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

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

Motion carried.

9. A motion authorizing the Fire Chief and/or the Mayor to complete and submit an application to receive FY 2026 Multi-Agency Radio Communication System (MARCS) Grant.

MOTION: Ms. Antosh motions to waive the 3-day Rule. Ms. Bisbee second.

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

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

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

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)

No one wishes to speak.

ADJOURNMENT

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

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

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

Motion carried. Meeting Adjourned at 7:03 p.m.

Clerk of Council

Council President

Date



ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: November 12, 2025

This offer is presented to **CITY OF WILLOWICK** ("Customer") by **DYNEGY ENERGY SERVICES EAST, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

Table 1						
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):	Voluntary EFEC Quantity (%):
	Q-00899804	October 2026	October 2028	\$0.07882	N/A	N/A
Utility:			First Energy			
Regional Transmission Organization (RTO):			PJM			
Broker Consultant (If blank, N/A):			Kinect Energy, Inc.			

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, the charge for additional voluntary RECs, or Voluntary EFECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power.

Capacity Rate Adjustment ("CRA"):

Table 1 includes a monthly capacity charge based upon last known Capacity Resource Clearing Price(s), as of the date the Agreement is executed ("Effective Date") and the Delivery Term Begins date, as set by the PJM's Reliability Pricing Model ("RPM") Auctions for the associated Planning Period(s) (June 1 to May 31). This may include a blending of years, as determined by Seller, if multiple Planning Periods are known.

During the Term of the Agreement, the capacity price will be evaluated against the latest published capacity rate for each Planning Period, including Base Residual Auction and subsequent Incremental Auctions, and Supplier's net expected costs resulting from such auction(s). Supplier reserves the right to adjust the "Power Price" if Large Stable Agreement; the "Capacity Charge" if Hybrid Agreement or pass through the adjustment as a separate billing line item, to reflect PJM's latest auction results from and after the Effective Date, as well as any difference between Supplier's net expected costs and amounts collected from Customer. Therefore, pricing may be adjusted upward or downward for capacity during the Term of the Agreement.

"Reliability Pricing Model Auction," "Planning Period," "Base Residual Auction," and "Incremental Auction" shall have the meanings set forth in the PJM Open Access Transmission Tariff.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Voluntary EFEC Charge: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary EFEC Quantity requested by Customer.

Emission Free Energy Certificates: Supplier agrees to provide emission free energy supply based on Customer's specified percentage as set forth herein. Emission free energy supply may be provided through an Emission Free Energy Certificate ("EFEC"), an Alternative Energy Certificate ("AEC"), a Zero Emission Certificate ("ZEC"), or any other recognized instrument representing emission free energy, collectively a "Certificate." Each Certificate represents the environmental and fuel diversity attributes of one megawatt-hour of electricity generated by an eligible emission free source. Certificates will be provided in an amount equivalent to the value shown in Table 1 of the Customer's actual net usage over the term of the Agreement. Upon written request from Customer, Supplier will provide Customer with an attestation that (a) Certificates were generated in an amount equivalent to the percentage of Customer's actual net usage as provided herein, and (b) each Certificate has not been previously contracted and cannot be claimed by any other customer. The Certificate may be provided from the obligation year or an earlier vintage year. Customer shall be entitled to (i) identify, and (ii) make marketing claims regarding the purchase of Certificates under this Agreement only after Supplier has reviewed and provided its written consent. Notwithstanding the foregoing, Customer understands the physical output and associated electrons from the generation source of the Certificates may not be generated on the same electric grid as the Customer's premises.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

Customer represents that each Account receives electric service pursuant to a nonresidential tariff, as defined by the Utility, and each Account has a demand for electricity that exceeds twenty-five kilowatts within the last twelve months as of the time of execution of this Agreement or, if Customer manages multiple electric meters, within the last twelve months the electricity demand for at least one of the meters is twenty-five kilowatts or more.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

DYNEGY ENERGY SERVICES EAST, LLC By: _____ Name: _____ Title: _____ Date: _____	CITY OF WILLOWICK By: _____ Name: _____ Title: _____ Date: _____ **Signatory certifies authorization to enter in to this Agreement
--	--

BILLING AND NOTICE INFORMATION

FEIN or DUNS#: _____

☐ Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3- 01.

If applicable, see Section 4 of the Terms & Conditions for below:

☐ Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.

☐ Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.
Invoices**(Complete below section)****Notices**

Attn: Accounts Payable

Address: 30435 Lakeshore Blvd.
Willowick
OH 44095

E-mail: _____

Phone: _____

Attn: _____

Address: 30435 Lakeshore Blvd.
Willowick , OH 44095

E-mail: _____

Phone: _____

Sales Contact

Name: Corey Hendricks

Address: 312 Walnut Street, Ste 1500
Cincinnati
OH 45202

E-mail: corey.hendricks@vistracorp.com

Phone: (330) 727-3506

Notices/Inquires

Attn: Customer Care

Address: 6555 Sierra Drive
Irving
TX 75039

E-mail: DESBusinessCare@vistraenergy.com

Phone: 800-920-5039

Upon dual execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to Supplier. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT

ACCOUNT INFORMATION SHEET FOR
CITY OF WILLOWICK AS OF 11/12/2025

TABLE 2 Utility: First Energy			
	Account #	Bill Group	Service Location
1	08005872585000048205	17	Willowick OH 44095
2	08005872585000048361	17	Willowick OH 44095
3	08005872585000179675	20	Willowick OH 44095
4	08005872585000179677	20	Willowick OH 44095
5	08005872585000179681	20	Willowick OH 44095
6	08005872585000179682	19	Willowick OH 44095
7	08005872585000179684	19	Willowick OH 44095
8	08028788375000075549	23	Willowick OH 44095
9	08012361341590099345	20	Willowick OH 44095
10	08007888415000308825	20	Willowick OH 44095
11	08007888415000044688	20	Willowick OH 44095
12	08007888414000008438	20	Willowick OH 44095
13	08007888411890000019	23	Willowick OH 44095
14	08007888411830001247	20	Willowick OH 44095
15	08007888411730092523	20	Willowick OH 44095
16	08007888411630098029	20	Willowick OH 44095
17	08005872585001425186	20	Willowick OH 44095
18	08005872585000332124	20	Willowick OH 44095
19	08005872585000295779	20	Willowick OH 44095
20	08005872585000271401	19	Willowick OH 44095
21	08005872581760016482	20	Willowick OH 44095
22	08005872585000046151	17	Willowick OH 44095
23	08005872585000046479	17	Willowick OH 44095
24	08005872585000046504	17	Willowick OH 44095
25	08005872585000046534	17	Willowick OH 44095
26	08005872585000048277	17	Willowick OH 44095
27	08005872585000179679	20	31520 VINE ST

				Item #5.
28	08005872585001739573	20	321 East 314th Street WILLOWICK OH 44095	

ELECTRIC SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer's Utility may charge switching fees to the customer. Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its

sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be twenty-one (21) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make

payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming

Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of

any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price (plus all other charges found in Table 1) minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price (plus all other charges found in Table 1) multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be

discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures

established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term or Accounts added during the Term (a "Change in Consumption"). In the event a Change in Consumption exceeds (i) 2% of Customer's total aggregate monthly consumption of Retail Power at its Accounts when Customer is self-generating, or (ii) if, during the Term, Customer's actual monthly usage for two consecutive calendar months materially differs (i.e., increases or decreases by more than 25%) from the monthly contract quantities used in calculating Customer's pricing found in Table 1 of Exhibit A for each such month, (i) and (ii) shall each be considered a "Material Change in Consumption". Upon written request the monthly contract quantities can be provided to Customer. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement. A Change in Consumption will include electricity at any Account(s) from any source (including self-generation) except for Retail Power sold by Supplier under this Agreement. Notwithstanding the foregoing, Customer may (i) self-generate up to 2% of Customer's total aggregate monthly consumption of Retail Power at its Accounts, (ii) consume electricity from emergency generation during power outages at the Account(s) and for purposes of testing such emergency generation, and (iii) self-generate in response to grid reliability programs managed or administered by the RTO, Supplier, or Customer's Utility. For clarity, Customer may participate in the Utility's net metering program if Customer has been enrolled and accepted by the Utility as of the date of the Agreement. The foregoing shall not be construed to relieve Customer from its obligation to purchase Retail Power as otherwise provided in this Agreement. When there is a

Material Change in Consumption, then, upon written notice from one Party to the other Party, the Parties agree to (i) work in good faith with one another to reasonably adjust the remaining contract quantities for such Term on a forward basis, and (ii) pass through any credits or costs as reasonably determined by Supplier associated with effectuating such adjustment. Additionally, Supplier may charge Customer a settlement in accordance with the calculations set forth in

Section 14 and/or adjust the Contract Price for such adjustment.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

BARKER FAMILY ENTERTAINMENT
RENTAL AGREEMENT

For the purposes of this Rental Agreement "Agreement", "Lessor" or "Vendor" shall mean Barker Family Entertainment its owners, officers, directors, shareholders, employees, sub-contractors and/or agents. "Customer" shall mean the person(s) or company listed in the "ORDERED BY" and/or "CUSTOMER NAME" boxes below.

CUSTOMER NAME: City of Willowick

DATE ORDERED: 10/24/2025

CUSTOMER'S PHONE: 440-725-5153

CUSTOMERS EMAIL: sritchey@cityofwillowick.com

DELIVERY ADDRESS: Dudley Park, 31500 Willowick Dr., Willowick, OH, 44095

RENTAL PERIOD: DATE: 07/04/2026 START TIME: 11am END TIME: 3pm

RENTAL FEE: \$1,510

LESS DISCOUNT: N/A

TOTAL: \$1,510

DOWNPAYMENT: \$0

BALANCE DUE: **\$1,510**

NOTE: Delivery and pick-up times are approximate. Driver may arrive as early as 1 hour before the "APPROX. START TIME" or as late as 1 hour to pick up the equipment. Customer shall permit driver or an employee of Lessor to have access to equipment at all times.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE BACK OF THIS FORM, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT.

BARKER FAMILY ENTERTAINMENT:
by: 

CUSTOMER;
by: _____

READ ALL TERMS BEFORE SIGNING.
ADDITIONAL TERMS AND CONDITIONS ON BACK OF FORM
AND ARE EXPRESSLY PART OF THIS AGREEMENT

In consideration of renting the Equipment described above and in addition to all of the Terms and Conditions set forth above, the parties do further agree as follows:

1. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from Lessor certain Equipment described in Attachment A. The RENTAL FEE set forth is payable, in full, in advance, and the RENTAL PERIOD shall be that listed above, but all of Customer's obligations arising under the Terms And

Conditions of this Agreement shall run from actual delivery of the Equipment to the actual pickup of the Equipment by Lessor.

2. Lessor cannot guarantee weather conditions, and if the Equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibit safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or other causes. In the event of impending inclement weather and ONLY IF Customer gives notice at least a day prior to delivery that they wish to reschedule, the parties may reschedule delivery to a mutually agreeable date and time.

3. Delivery: Lessor shall deliver the Equipment to the street address ("Delivery Address") specified by the Customer as listed above. Customer grants to Lessor the right to enter the property at the said Delivery Address for delivery, and required set up, if any, to stay with the equipment during operation, and for subsequent pickup of the Equipment and any associated Equipment or packing materials at the Approximate Start Time and Approximate End Time.

4. Set Up, Tear Down, and Operation. Vendor agrees that it will be solely responsible for setting up the Equipment defined in Attachment A prior to the event or commencement of the rental period and will be solely responsible for tearing down, cleaning up, and removing the Device at the conclusion of the event or rental period. Vendor further agrees that it will be solely responsible for operating, attending to, and supervising the Device and use of the Device throughout the duration of the time that the Device is on the premises designated by the Customer. Vendor represents and agrees that it has trained or will provide all training required by law or regulation to any of its employees or agents who will operate or attend to the Device, prior to such time as the Device is set up on the designated premises. The customer agrees to follow all posted safety rules, as well as any safety instructions or directions that are given by Vendor's employees during set up, while the equipment is in operation, and during tear down, and will assist where reasonably requested by Vendor to make sure that the customer's guests heed such instructions, directions, and rules as well.

THE VENDOR MAY BAN OR LIMIT ANYONE FROM PARTICIPATION ON THE EQUIPMENT WHO REFUSES TO FOLLOW SAID INSTRUCTIONS, DIRECTIONS, OR POSTED RULES [ORC § 993.070)]. PURSUANT TO OHIO LAW [CHAPTER 993 OF THE ~~omo~~ REVISED CODE AND ASSOCIATED REGULATIONS, PARTICULARLY ORC 993.070), 993.08 AS WELL AS OAC RULE 901:9-1-06, VENDOR SHALL MAINTAIN SOLE CONTROL OVER THE EQUIPMENT AND ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS HAVE FINAL SAY ABOUT HOW THE EQUIPMENT IS USED, MAKING SURE THAT SAFETY RULES ARE FOLLOWED, AND DENYING OR LIMITING ANYONE FROM USING THE EQUIPMENT WHO IS NOT FOLLOWING THE SAFETY RULES, OR DO NOT FALL WITHIN THE HEIGHT, WEIGHT, OR AGE RESTRICTIONS, IF ANY, FOR THE EQUIPMENT.

5. Care of the Equipment: Customer shall be responsible only for any and all damage to the Equipment caused by Customer's negligence. Damage includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of Equipment with non-approved items such as chemicals, non approved food, paint, silly string, mud, clay, or other materials.

6. Equipment Problems: Should any individual piece of equipment develop a problem, or does not function correctly at anytime, or weather or other conditions make it unsafe to operated the equipment, Customer will cooperate with Vendor, and agrees that the Vendor has sole say when the equipment is safe to use and when the equipment may be used.

7. Insurance. Vendor shall at all times and at its own cost fully insure itself with, and furnish to the Customer satisfactory proof that Vendor has in force for the entire period covered by the Agreement, the following classes of insurance in the form and with limits specified below:

a. Commercial General Liability with a limit of liability insuring both bodily injury, personal injury, and property damage in an amount of not less than \$1,000,000 per occurrence, with a general aggregate of \$1,000,000 providing coverage for the Vendor's use of the Customer's premises and its operations thereon and to cover such claims as may be caused by or arise out of any act, omission, or negligence of the Vendor or its officers, employees, laborers, agents, representatives, subcontractors and assigns.

b. Commercial Automobile Liability Insurance for owned, non-owned and hired automobiles, trucks and other licensed motorized vehicles utilized in connection with Vendor's use of the Customer premises and its operations thereon. The policy shall have a limit of liability insuring both bodily injury, and property damage in an amount of not less than \$1,000,000 per occurrence.

c. Employers Liability Insurance with limits of at least \$1,000,000 bodily injury for each accident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury disease aggregate.

d. Workers Compensation Insurance and other employee benefits as required by Federal, state and local laws and ordinances and provide to Customer immediately upon execution of this Agreement copies of any applicable certificates of compliance.

Insurance as referenced herein above shall be obtained from a carrier rated at least "A-" by A.M. Best Company and licensed or approved in the State of Ohio.

e. Vendor shall provide to the Customer immediately upon execution of this Agreement a Certificate of Insurance and Endorsement that evidences the above coverage and that:

I. names the Customer as both Additional Insured and certificate holders for the Commercial General Liability, Automobile Liability, and Employer's Liability insurance only if requested:

ii provides that the insurance shall be Primary insurance and Non-Contributory to any other insurance or self-insurance available to the Additional Insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.

iii With respect to the Commercial General Liability insurance, Additional Insured status, if requested, must be provided on ISO forms CG 20 10 and CG 20 37 or equivalent.

8 Compliance with Applicable Laws and Regulations. Vendor represents and warrants that it has complied and will comply with all applicable laws and regulations pertaining to any amusement ride, inflatable device, or other equipment ("Equipment") that it is providing, renting, operating, or making available to the Customer for its use. Vendor further represents and warrants that all required inspections of the Equipment have been completed and that any necessary permits for the Equipment have been obtained. Vendor agrees to provide to the Customer a copy of the current permit pertaining to the Equipment prior to the event, and shall submit to the Customer inspection and maintenance records upon request.

9. Representations and Warranties. Vendor further represents and warrants at the time of execution and during the term of this Agreement that: (a) Vendor has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Vendor is subject; (b) Vendor has

all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (c) Vendor shall perform all services under this Agreement in a timely, professional and workmanlike manner in accordance with the highest industry standards; (d) Vendor has performed and will perform all of its obligations to Customer in connection with services; (e) Vendor shall pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement; (f) there is no action, suit or proceeding now pending or to Vendor's knowledge, threatened by or against or affecting Vendor which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (g) Vendor has never been terminated for cause from an agreement in which the Services contemplated herein are provided; and (h) this Agreement constitutes the legal, binding and enforceable obligation of Vendor, enforceable in accordance with its terms.

10. Substitution of Equipment Prohibited. Vendor understands and agrees to provide a list of Equipment being provided, and further agrees that substitution of Equipment is prohibited unless specifically agreed to in writing by the Customer and understands and agrees that rebounding equipment (including inflatable rebounding equipment) and trampolines of any type are prohibited.

11. Background Checks. With respect to all employees or agents of Vendor who will have access to children at the event, Customer states that Vendor has conducted a BCI&I or FBI background check as to each such agent or employee, and obtain Customer's permission prior to allowing any such employee or agent to work at the event. The Customer shall have no financial obligation in connection with such background checks.

12. Force Majure. Either party may terminate this contract without further liability to the other, and no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such termination, failure or delay is reasonable in light of any of the following acts beyond the impacted partys control: (a) acts of God such as flood, fire, tornado, earthquake, epidemic or pandemics including without limitation COVID- 19, or explosion; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) federal, state, or local government order or law; (d) action by any governmental authority; or (e) national or regional emergency. In the event of a contract termination under this provision, Vendor shall return any and all deposits to te Customer.

13. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, agree to be bound by all the terms & conditions, that they understand its content and that they execute it freely, intelligently and without duress of any kind.

11. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from the Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

15. Entire Agreement: This Agreement constitutes the full Agreement between Lessor and Customer. Any prior Agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. The receipt of the Equipment that is the subject of this Agreement and the fact that is in good working order is acknowledged by Customer.

ORDINANCE NO. 2024-45

AN ORDINANCE AMENDING CHAPTER 921 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “STREETS, UTILITIES AND PUBLIC SERVICES CODE;” SPECIFICALLY, SECTION 921.08, TITLED “SANITARY SEWER RENTAL RATES,” TO PROVIDE A USE CHARGE RATE BASED UPON \$10.5285 PER 100 CUBIC FEET OF WATER, ESTABLISH A MINIMUM QUARTERLY BILLING FOR SUCH USE CHARGE RATE OF \$84.23 PER 800 CUBIC FEET OF WATER, OR PART THEREOF.

WHEREAS, Section 921.08 (b)(1) of the Codified Ordinances of the City of Willowick sets a use charge rate from which every person, firm or corporation whose lots, lands or premises served by a connection with the sanitary sewerage system of the City shall pay for discharging sewage; and

WHEREAS, the Administration and Council of the City of Willowick have been advised of the need to amend Section 921.08(b)(1) to provide for a revised use charge rate and a minimum quarterly billing based on that revised use charge rate for sanitary service in the City.

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

SECTION 1. That Chapter 921 of the Codified Ordinances of the City of Willowick, Ohio, titled “STREETS, UTILITIES AND PUBLIC SERVICES CODE”; specifically, Section 921.08, titled “SANITARY SEWER RENTAL RATES”, is hereby amended to read and provide as follows:

921.08 SANITARY SEWER RENTAL RATES.

(a) There is hereby established a charge for the use of the sanitary sewerage system upon all lots, lands and premises served by a connection with the sanitary sewerage system of the City which charge shall be in addition to any revenues received by a levy of taxes or assessments on the tax duplicated for sewer purposes.

(b)(1) Commencing ~~November 21, 2024~~ **January 1, 2026** every person, firm or corporation whose lots, lands or premises are served by a connection with the sanitary sewerage system of the City shall pay for discharging sewage, industrial wastes, waste or other liquids either directly or indirectly into the sanitary sewerage system, a sewer rental charge based upon the quantity of metered water used in or upon such lots, lands, or premises and such charge shall be determined as follows: Each 100 cubic feet of water, or part thereof, measured through any one water meter, at the use charge rate of ~~Ten Dollars and .5285 Cents (\$10.5285)~~ **Eleven Dollars and .2655 Cents (\$11.2655)** and the minimum quarterly billing for such use charge rate shall be ~~Eighty-Four Dollars and .23 Cents (\$84.23)~~ **Ninety Dollars and .1261 Cents (\$90.1261)** per 800 cubic feet of water, or part thereof per quarter.

Each person qualifying for and enrolled in the Lake County Department of Utilities Water Discount Program shall additionally receive a forty percent (40%) discount on sewer consumption, up to a maximum of ~~Twenty-Five Dollars and .27 cents (\$25.27)~~ **Twenty-Seven Dollars and Eighty Cents (\$27.80)** per quarterly billing cycle; such discount shall be implemented as soon as practicable by the Lake County Department of Utilities, subject to its billing operation updates.

(b)(2) The Finance Director...

* * *

Section 2. The existing Section 921.08 of the City's Codified Ordinances is hereby repealed in that said Section to the extent inconsistent herewith is superseded by this legislation.

Section 3. All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

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

Adopted by Council: _____, 2025

Monica Koudela, Council President

Submitted to the Mayor: _____, 2025

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2025

ATTEST: _____
Alyssa Moran, Clerk of Council

ORDINANCE NO. 2025 - 46 (Amended)

AN ORDINANCE AMENDING ORDINANCE 2025- 13 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE General Fund (101); Senior Citizens Center Fund (220); OneOhio Opiod Fund (229); 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**Technology Department****Other**

Internet	101.700.5325	3,500.00
Total Internet		3,500.00
Total Technology Department		3,500.00
TOTAL GENERAL FUND:		3,500.00

SECTION 3. That there be appropriated from the Senior Center Fund:

Senior Citizen Center Fund**Senior Center Fund****Other**

Transfer to fund 220.304.5198	220.304.5120	2,500.00
Total other		2,500.00
Total other expense		2,500.00
TOTAL Senior Citizen Center Fund:		2,500.00

SECTION 4. That there be appropriated from the OneOhio Opiod Fund:

OneOhio Opiod Fund**Police Department****Other**

Capital Improvements	229.101.5600	600.00
Total Capital Improvements		600.00
Total Police Depratment		600.00
TOTAL OneOhio Opiod Fund		600.00

TOTAL ALL FUNDS		6,600.00
------------------------	--	-----------------

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

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

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

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

PASSED: _____, 2025

Submitted to the Mayor for his approval
on _____, 2025

ATTEST:

Council President

Approved by the Mayor on
_____, 2025

Clerk of Council

Mayor

ORDINANCE NO. 2025-47**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>30721 Royalview Drive</i>	<i>\$ 200.00</i>
<i>312 East 317th Street</i>	<i>\$ 200.00</i>
<i>363 Blissfield Drive</i>	<i>\$ 200.00</i>
<i>451 East 305th Street</i>	<i>\$ 204.26</i>
<i>396 East 327th Street</i>	<i>\$ 200.00</i>
<i>3200 Harrison Street</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
Tyler Pompeii	30721 Royalview Drive	28-A-039-D-00-021-0	\$ 200.00
Rajprett Sra	312 East 317 th Street	28-A-044-C-00-014-0	\$ 200.00
Winella Osredkar	363 Blissfield Drive	28-A-042-J-00-043-0	\$ 200.00
Donald Maglich	451 East 305 th Street	28-A-039-F-00-019-0	\$ 204.26
Katie Williams	396 East 327 th Street	28-A-045-H-00-083-0	\$ 200.00
James Stefanic, Jr.	30200 Harrison Street	28-A-039-B-00-038-0	\$ 200.00

ORDINANCE NO. 2025- 48

AN ORDINANCE ENACTING A NEW CHAPTER 510 OF THE OF THE
 CODIFIED ORDINANCES OF THE CITY OF WILLOWICK ENTITLED
 “NUISANCE ABATEMENT.”

WHEREAS, the residents of the City of Willowick have been adversely affected by criminal activity that occurs repeatedly at, or originating from, certain residential or commercial properties in the City; and

WHEREAS, repeated violations of law stemming from a single property place an undue burden on the City’s safety resources, and therefore, an undue burden on taxpayers; and although most property owners take responsibility for activities on their property, some property owners fail to take aggressive action, or any action at all, to deal with such nuisance activities by people whom they have allowed to live at, or visit, or conduct business at their property; and

WHEREAS, such repeated criminal activities greatly interfere with the comfortable enjoyment of life and property for the neighbors of such nuisance properties, and lead to the deteriorations of neighborhoods and the City as a whole, as responsible property owners lose property value and move out of neighborhoods and/or the City where such activity recurs; and

WHEREAS, the City of Willowick has declared by ordinance and listed a number of activities and conditions as nuisances, and has set forth administrative steps in order to identify the properties that allow nuisance activities to occur and to allow the City to recoup the costs of City services rendered; and

WHEREAS, this Council determines that changes need to be made to the existing Criminal Nuisance Ordinance to ensure the enforceability of this provision. Now therefore,

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

Section 1. That new Chapter 510, titled “Nuisance Abatement,” is hereby enacted to read as follows:

510.01 DECLARATION OF NUISANCES.

(a) **Definition of Nuisance Activity.** The following activities occurring either on residential or commercial property, or within 1,000 feet of the property line of said residential or commercial property, and engaged in by an owner, or the owner's agent, or, the owner's lessee, occupant, invitee or the person or entity in charge of said residential or commercial property (including individual apartment and condominium units) are hereby declared to be public nuisances:

(1) Any animal violations under Sections 505.01 (dogs running at large), 505.13, 505.15 and 505.20 (animal noise, excrement and biting), 505.14 or Chapter 506 (dangerous, nuisance or vicious animals), 505.05 (killing or injuring animals), 505.07 (cruelty to animals) of the Codified Ordinances;

(2) Any disorderly conduct disturbance of the peace or other violation of Chapter 509 of the Codified Ordinances;

- (3) Any drug abuse violation under Chapter 513 of the Codified Ordinances;
 - (4) Any noise violation under Chapter 515 of the Codified Ordinances;
 - (5) Any gambling violation under Chapter 517 of the Codified Ordinances;
 - (6) Any health, safety, or sanitation violation under Chapter 521 or 961 of the Codified Ordinances;
 - (7) Any littering or deposition of waste under Section 521.08 of the Codified Ordinances;
 - (8) Any obstruction of official business violation under Section 525.07 of the Codified Ordinances;
 - (9) Any alcohol violations under Chapter 529 of the Codified Ordinances or under Chapter 4301 of the Ohio Revised Code;
 - (10) Any sex offenses under Sections 533.05 (public indecency), 533.08 (procuring), 533.09 (soliciting) or 533.10 (prostitution) of the Codified Ordinances;
 - (11) Any offenses against persons under Chapter 537 of the Codified Ordinances except Sections 537.055 (menacing by stalking) and 537.14 (domestic violence);
 - (12) Any offenses against property under Sections 541.03 (criminal damaging or endangering) or 541.04 (criminal mischief) of the Codified Ordinances;
 - (13) Any theft violation under Sections 545.05 (petty theft), 545.08 (unauthorized use of property), of the Codified Ordinances;
 - (14) Any weapons, explosives, firearm or handgun violation under Chapters 549 of the Codified Ordinances;
 - (15) Any fireworks violation under Section 549.10 of the Codified Ordinances;
 - (16) Any false alarm call which is defined for the proposes of this chapter as being an emergency call by an alarm company triggered by either an automated or manual alarm activation which, after investigation by the Division of Police it is determined that there is no need for criminal investigation and that the alarm activated for some other reason.
 - (17) Any false alarm call which is defined for the purposes of this chapter as being an emergency call by an alarm company triggered by either an automated or manual alarm activation which, after investigation by the Division of Fire it is determined that there is no need for fire protection or investigation and that the alarm activated for some other reason.
 - (18) Any offense that is a felony under the Ohio Revised Code.
- (b) For purposes of subsection (a), the occurrence of a nuisance activity means either a citation has been issued, or an arrest has been made, or a conviction has been obtained, or a City Department, including, but not limited to, Police, Fire, Animal Control, or Building, has documented the activity in lieu of arrest or citation.

(c) **Initiation of Nuisance Declaration Process.** The Director of Public Safety or his or her designee, upon finding that two or more nuisance activities or any one felony as outlined in subsection (a) have occurred within a twelve-month period, may cause a written notice and order to be served on the owner of the property. The notice shall declare that if a third nuisance activity, or any additional felony as outlined in subsection (a) hereof occurs within a twelve-month period of the first nuisance activity, such property shall be declared a nuisance property. The notice and order shall set forth the nature of the nuisances and the estimated costs to abate any future nuisance and shall state that the owner may avoid being charged the costs of abatement by taking steps to prevent any further nuisance activity as set forth in this section. The notice shall further state that the City may abate the nuisance by responding to the activities using administrative and law enforcement actions and the costs of such abatement shall be assessed on the nuisance property as set forth in subsection (g). Notice shall be served pursuant to the Ohio Rules of Civil Procedure.

(d) **Nuisance Declaration.** If a third nuisance activity as declared in this section, or any additional felony, occurs within twelve months after the first of the two nuisance activities referred to in subsection (c), the Director of Public Safety or his or her designee may declare the property to be a nuisance under this chapter. Once a property has been declared a nuisance then any subsequent occurrence of any activity listed in subsection (a) may cause another nuisance declaration. The cost of responding to the nuisance activity shall be assessed on the nuisance property. The nuisance declaration may come before or after the City has incurred the response costs. The costs shall be calculated as set forth in subsection (g) hereof. The City shall provide notice to the owner of the nuisance property to pay the costs of abatement at least thirty (30) days before such costs are certified to the County Auditor for assessment against the property, and such notice shall contain a description of the nuisance activity that is the basis for the notice of intent to assess the property, and the cost to abate. If the same is not paid within thirty (30) days of the mailing of the notice, such amount may be certified to the County Auditor for collection as other taxes and assessments are collected, or the City may seek recovery of such costs by civil action. Notice shall be served pursuant to the Ohio Rules of Civil Procedure.

(e) **Reconsideration Request.** The owner of a nuisance property who receives a nuisance declaration notice from the Director of Public Safety or his or her designee pursuant to subsection (d) may appeal such notice by submitting a written request for reconsideration to the Director of Public Safety within thirty (30) days of the date of the nuisance declaration notice. If the Director of Public Safety or his or her designee finds that the facts presented do not constitute a public nuisance then the Director of Public Safety or his or her designee shall rescind the notice. Otherwise the Director of Public Safety or his or her designee shall deny the request and advise the appellant in writing of the denial and of the appellant's right to file an appeal to the Willowick City Council Safety Committee.

(f) **Appeal to the Willowick City Council Safety Committee.** The owner may appeal the denial of the request for reconsideration by submitting a written appeal letter to the Willowick City Council Safety Committee within thirty (30) days of the date of the denial. Any such appeal shall not stay any actions by the City to abate the first or any subsequent nuisance activity. In any such appeal, the City must show by a preponderance of the evidence that each nuisance activity stated in the notice being appealed, or if the activities stated in the notice number more than three, each nuisance activity for which the City seeks compensation, has occurred, and that the declaration of the property as a nuisance property or of the intent of the City to assess the property for abatement

costs, whichever is applicable, is justified. If a nuisance activity has been evidenced by a criminal conviction then it shall be per se proof that the activity has occurred.

The City shall be deemed to have failed to meet this standard if the owner demonstrates by a preponderance of evidence that:

(1) He or she was not the owner at the time of any of the nuisance activity that is the basis of the notice; or

(2) He or she had knowledge of the nuisance activity, but has promptly and vigorously taken all actions necessary to abate each nuisance including, without limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9); or

(3) He or she had no knowledge of the nuisance activity and could not with reasonable care and diligence, have known of the nuisance activity; and upon receipt of the notice of the declaration of the property as a nuisance property, he or she promptly took all actions necessary to abate the nuisance including without limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9).

(g) **Costs of abatement.** Costs of abatement shall be a combination of a defined minimum cost and the actual cost based upon the hourly wage of any safety, animal control officer, building department personnel or any other personnel involved in the response to the nuisance activity defined in subsection (d). The minimum defined costs are: two hundred and fifty dollars (\$250.00) upon the first declaration of nuisance under this chapter; five hundred dollars (\$500.00) on the second nuisance declaration; seven hundred fifty dollars (\$750.00) on the third nuisance declaration; and one thousand dollars (\$1,000.00) on each subsequent nuisance declaration.

(h) The declaration of a nuisance property, an order to abate a nuisance, or the assessment of costs by the City on a property, does not affect or limit the City's right or authority to bring criminal prosecution or other legal action against any person for violation of the City's ordinances.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance 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.

Adopted by Council: _____, 2025

Monica Koudela, Council President

Submitted to the Mayor: _____, 2025

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2025

ATTEST: _____
Alyssa Moran, Clerk of Council

WR: 63709424

First Energy - CREWS System

10/30/25

Billable ID: A

Billing Proposal

12:09 PM

Work Request Information

WR No: 63709424 **SAP Order No:** 18397559 **SAP Notification No:** 772836978 **Entry Date:** 2/28/25
WR Name: CITY OF WILLOWICK - RELOCATE CXC-304451 FOR NEW PARKING LOT
Street No: 30441 **Street No Frac:** **Dir:** **Unit No:**
Street LAKE SHORE BLVD
Address:
City: WILLOWICK **State:** OH **Zip:** 44095
WR Desc: City of Willowick is going to put in new parking in the empty lot to the west of the police and fire department on Lakeshore Blvd. CEI will remove pole CXC-690960, as well as the 250w HPS cobrahead light and span of 1/0 secondary, followed by the relocation of pole & all equipment @ CXC-304451. 45' class 3 pole (CXC-304451), 25 kVA overhead single-phase transformer, and 250w HPS cobrahead light will all be removed.... a new 45' class 3 PENTA deadend primary pole (still CXC-304451), 25 kVA single-phase transformer and 250w HPS cobra will then be installed approximately 85' in-line to the southeast, which will allow for the entrance to the new parking lot to be constructed. Email: tshannon@cityofwillowick.com Partner email: kvaliquette@energysystemsgroup.com

Bill To Information

Billable ID: A **Billing Entry Date** 9/18/25
Bill To Name:
Attention: TODD SHANNON
Street No: 30435 **Street No Frac:** **Dir:** **Unit No:**
City: WILLOWICK **State:** OH **Zip:** 44095
Description:
 Removing pole CXC-680960, relocating pole CXC-304451 to allow for new parking lot.

Detail**Description:****Purchase****Order No:**

63709424

Sales Rep: LDG1 Dickson Gilliam, LaJeana **Phone:** (216) 906-0884
Invoice Information
Invoice No: **Invoice Date:**

Total: \$13,004.44
Total Amount: \$13,004.44
Est. Sales Tax \$0.00 0.00% **County:**
Invoice Amount: \$13,004.44

Check #: _____