



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, October 20, 2026 at 6:30 PM
City Council Chambers

ADA NOTICE

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

AGENDA

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

- [1.](#) Motion to approve the Minutes from the Regular Council Meeting of October 6, 2026.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

2. A Proclamation honoring Danny Crane.

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

INTRODUCTION & CONSIDERATION OF LEGISLATION

3. RESOLUTION NO. 2026-48:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO AN AGREEMENT WITH THE LAKE COUNTY BOARD OF COMMISSIONERS AND THE CITIES OF EASTLAKE, MENTOR, PAINESVILLE, WICKLIFFE, AND WILLOUGHBY FOR THE STATE ROUTE 2 GENERAL MAINTENANCE AND LIGHTING REPLACEMENT PROJECT.

4. RESOLUTION NO. 2026-49:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LAKE COUNTY REGIONAL TRANSIT AUTHORITY (LAKETRAN) FOR THE VINE STREET CORRIDOR PROJECT, AND DECLARING AN EMERGENCY.

5. ORDINANCE NO. 2026-35:

AN ORDINANCE AMENDING ORDINANCE 2026- 6 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM The General Fund (101); Fire Emergency Rescue Fund (208); Law Enforcement Trust Fund (230); FOR CURRENT EXPENSES AND OTHER

EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

6. ORDINANCE NO. 2026-36:

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.

7. ORDINANCE NO. 2026-37:

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 OF \$11.9414 PER 100 CUBIC FEET OF WATER, TO ESTABLISH A MINIMUM QUARTERLY BILLING OF \$95.5336 PER 800 CUBIC FEET OF WATER, OR PART THEREOF, AND TO PROVIDE A MAXIMUM DISCOUNT OF \$38.21 PER QUARTERLY BILLING CYCLE FOR PERSONS ENROLLED IN THE LAKE COUNTY DEPARTMENT OF UTILITIES WATER DISCOUNT PROGRAM.

MISCELLANEOUS

8. Motion to authorize the City of Willowick Fire Department to submit an application to the Firehouse Subs Public Safety Foundation for a grant in the amount of \$23,992.55 for the purchase of one (1) LUCAS automated chest compression device.
9. Motion authorizing a task order to Verdantas to provide engineering services for Preliminary Engineering Phase I: EQ Basin Feasibility Study for a fee of \$88,500 in accordance with the Master Service Agreement for Engineering Services.
10. Motion to vacate the regularly scheduled meeting of the Willowick City Council on Tuesday, December 1, 2026, and to direct the Clerk of Council to provide appropriate public notice of the cancellation in accordance with applicable law and Council procedures.

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 06, 2026 at 6:30 PM
 City Council Chambers

ADA NOTICE

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

MINUTES

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

1. Motion to approve the Minutes from the Regular Council Meeting of September 15, 2026.

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

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

Motion carried. Minutes approved.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor Vanni reports that as of last night, it looks like the last couple items for the Rt. 2 agreement are ready to be resolved. He is hoping for the final draft this week to send to Council.

On the facebook page they put a deer survey up in collaboration with ODNR. It's their first step in the process to see if there's anything that can be done with the increasing deer population here. They want to know what kind of experiences residents are having with deer. Nothing more or less. Those results go to ODNR and then the next step is seeing if there is something that can be done based on those results. We get calls both ways. We want to hear from the residents. Wickliffe and Euclid are doing this as well.

Good news, a number of grants we received are on the agenda tonight. \$100,000 for the parking lot from the Lake Development Authority and the Lake County Commissioners. We got \$200,000 earlier this year through the State Capital Fund thanks to Cirino and Troy. It's been very helpful.

We just learned that in 2029 we got a grant from NOACA to finish 305. It's estimated to be \$1.1 project. We got a grant from \$872,000 towards that.

ODOT Urban Paving Program that we submitted for this year for 2030 for paving of Lakeshore from Eastlake border to Vine we received \$300,000 towards that.

Thanks Tim for all the hard work for these grants.

Civic Plus bought Municode. We use this for our website. Now we have to change our website. Molly and Scott and Heather have been working hard on this. It's more complicated than we thought it would be. We will have a new website up hopefully first of the year.

Park improvements continue with good progress. They are planning to put the asphalt trails in tentatively October 19. Once that is set in stone he will put it on facebook and the website because the park will be closed at that time. All in all, very excited to see the finished product it's going to look great.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

He emailed his report this afternoon. As the Mayor said, parking lots are wrapping up. A few items still to take care of. Same with the road program. Unfortunately, there was a massive water break that they are working with the water department for. They are going to do two passes through the City for leaf clean up for sure. 305 is still on track for another 2-3 weeks for this phase then move into the third phase. Met with Eastlake and Wickliffe to try to figure out what we are going to do with the third phase. ODOT is in charge of the traffic flow.

Mr. Malta asks dates for leaf pick up.

November 9- December 18.

Ms. Koudela asks if Todd could review the sections, would it make sense to reassign the sections for different orders of pick up?

He says it is something they could look at. The hope is that starting later and with cooler temps they will fall sooner.

She says she knows there is no perfect plan.

Recreation Director – Julie Kless

She met with the youth league presidents this evening for the rec renewal. They are going to be posting info on the website and passing out literature. This Saturday Manry 9-2 is the Collectible Flea Market. We are hosting the first round of playoffs this weekend. There is an item on the agenda to enter into a contract with SuperGames for the WinterFest.

Ms. Bisbee says baseball pony division took second place. Great that all three football teams made playoffs.

Mayor Vanni says the levy is important. There's information that is being passed out from the leagues, the website, the rec department. It does not increase property taxes, it's a renewal. It brings in just under \$71,000 and is vital for our rec program. If you have questions, please reach out to Council or call City Hall.

City Engineer – Tim McLaughlin

Construction season coming to an end. Next Thursday will start advertising bids for Larimar Culvert project. Estimate is \$1.5 million at the moment. OPWC is scheduled to do 50% of that roughly.

Finance Director – Goran Vrhovac

Has a few items on the agenda, open for questions.

Mr. Malta says he sadly missed the meeting last week and would like to meet one morning during the week. He will call to set up a time.

Law Director – Mandy Gwartz

She addresses the submerged lands lease. It basically says we have no objection to that property owner building into the shoreline a little. We are voting to say there is no City use for that area. Just to say there is no need for the City to prohibit this building because we are not using it for anything.

Police Chief – Rob Daubenmire

Emailed his report, open for questions.

Fire Chief – Bill Malovrh

No report, open for questions.

Mr. Malta thanks him and the Mayor for the swearing in of 8 new firefighters. It was very special. Made you feel like you didn't want to be anywhere else, just right here.

Ms. Antosh asks if that is the first two females?

He says we have had 5 others. They have all left, these two are here now.

Chief Housing/Zoning Inspector – Sean Brennan

WARD MATTERS

Mr. Malta gives Todd a phone number in regards to Claremont. The new surface is great but the stuff left behind needs cleaned up. The water line pipes on her treelawn have been there for 3 weeks. She has talked to people who said they would do the seeding and they won't start with those pipes on there. They have been there for 60 years and he knows Todd can take care of it. He has received other calls on it. It's a sandy dirt all over the place. You probably can't even street sweep it.

Todd says he spoke with her today, she came in. The contractors are going to handle that. The sandy silt is from the water break we had. 2 breaks in a 12" water main. Towards the end by Green is going to have to be remilled and repaved. Water department is going to handle that. It will get cleaned up in due time. It's not from construction.

Ms. Bisbee says a few people have reached out within the 300s area regarding Halloween. We get a lot of people parking cars in the middle of the street and letting kids out. Can we post something to try to stop that?

Ms. Koudela says maybe we can post on the City, Fire, and Police facebook pages? Wouldn't hurt.

Mayor says Mellissa and Molly can get together to work on that.

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)*

Mike Bowen, 472 E 319, says he thinks we should put 10x18' signs that say 1 way going down 305 or another sign saying you can't drive here. He's not sure if people can't see the signs. They almost got hit down there.

Ms. Koudela says she is glad they're okay.

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Mohorcic, Antosh

Safety – Phares, Malta, McFarland

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

Mr. Malta says the family and friends have asked him to wait on renaming the basketball court until next year April or early summer. He told them there is no rush on any of that. They are paying for everything.

Streets, Sidewalks & Sewers – Mohorcic, Bisbee, Malta

Tax Compliance – McFarland, Antosh, Phares

Moral Claims – Antosh, Phares, Koudela

Ms. Antosh said they had a meeting with two claims earlier. The first is Michael and Joan Yeckley, 31913 Pendley Rd. Their daughter is here.

She comes up before Council.

Ms. Antosh says that Council has the documentation sent out.

Kathleen says her parents are 87 and 86. Their last water bill was a lot more due to the upstairs toilet running. They did not realize. The water department contacted them. They got the water to stop running and then replaced the parts for the toilet. She is asking if Council would consider a credit to help with the cost of their bill. Normally their usage is \$10 and it was like \$200 some.

Ms. Antosh says the bill confirms this. Their bill was on auto payment so that full charge hit their bank account. The water department gave a credit of \$252.72. They're asking for a sewer credit. The committee, since it was a toilet leak, the water was still going down the sewer so we are still being charged for it. The committee voted Monica, no, Dave, yes, her, no. Now she needs a Council vote for up to a 75% rebate, Goran calculated. She asks for any questions.

Mr. Malta asks for an outline.

The Ordinance states if the water goes down the sewer we do not give a credit.

No one has any further questions.

Ms. Antosh calls for a motion to give a credit for \$1,108.11.

MOTION: Ms. Koudela motioned. Ms. Bisbee second.

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

The vote was 3-3, it did not pass.

The second claim was for another sewer credit, this time for Juanita Rumora 185 E 294 St. The bill showed a usage of 139, normally 5. Her plumber grandson saw a toilet leak and the outside spigot was trickling as well. The Lake County Water gave a credit of \$110.07. The maximum of 75% rebate would have been \$1,132.18. The Committee had a hard time trying to figure out how much went down the sewer and how much was the spigot. We came up with an amount of \$283.05 which was $\frac{1}{4}$ of the max amount.

Ms. Koudela made a motion to give a credit. The Committee voted yes. Ms. Bisbee second.

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

Plan Review Board – Antosh

FUND TRANSFERS & BID AUTHORIZATIONS

CONTRACT APPROVALS

2. Motion authorizing the City to enter into a contract with Super Games for the upcoming Winter Wonderland event in the amount of \$3,967.50.

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

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

EXECUTIVE SESSION

3. Discussion regarding the compensation of an employee.

MOTION: Ms. Antosh motions to adjourn into executive session. Mr. Malta second.

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

Adjourned into executive session at approximately 7:02 p.m.

CLOSE EXECUTIVE SESSION

MOTION: Ms. Antosh motions to return from executive session. Ms. Bisbee second.

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

Returned from executive session at approximately 7:20 p.m.

INTRODUCTION & CONSIDERATION OF LEGISLATION

4. RESOLUTION NO. 2026- 41:

A RESOLUTION SETTING FORTH NO OBJECTION TO THE SUBMERGED LAND LEASE AND PROPOSED SHORE STRUCTURE APPLICATION FOR REAL PROPERTY LOCATED AT 32510 SHOREHAM DRIVE, WILLOWICK, OHIO, OWNED BY ROBERT AND VALERIE CLINGER, AND DECLARING AN EMERGENCY.

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

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

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

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

5. RESOLUTION NO. 2026-42:

A RESOLUTION AUTHORIZING THE PURCHASE AND UPFITTING OF TWO (2) 2027 FORD POLICE INTERCEPTOR UTILITY VEHICLES FOR USE BY THE WILLOWICK POLICE DEPARTMENT, AUTHORIZING THE USE OF ONEOHIO OPIOID SETTLEMENT FUNDS FOR THE PURCHASE AND UPFITTING OF ONE (1) OF SAID VEHICLES, AND DECLARING AN EMERGENCY.

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

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

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

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

6. RESOLUTION NO. 2026 - 43:

A RESOLUTION AUTHORIZING THE TRANSFER AND RETURN OF ADVANCED FUNDS FROM THE LAKESHORE BLVD SEWER FUND (434) TO THE GENERAL FUND, AND DECLARING AN EMERGENCY.

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

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

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

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

7. RESOLUTION NO. 2026 - 44:

A RESOLUTION AUTHORIZING THE TRANSFER AND RETURN OF ADVANCED FUNDS FROM THE FORESTGROVE SEWER IMPROVEMENT FUND (435) TO THE GENERAL FUND, AND DECLARING AN EMERGENCY.

MOTION: Ms. Antosh motions to suspend the three readings. Ms. Bisbee second.

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

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

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

8. ORDINANCE NO. 2026-33:

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 three readings. Ms. Bisbee second.

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

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

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

9. RESOLUTION NO. 2026-45:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO AN AGREEMENT WITH THE LAKE DEVELOPMENT AUTHORITY AND THE LAKE COUNTY BOARD OF COMMISSIONERS FOR THE RECEIPT AND USE OF LAKESHORE IMPROVEMENT FUNDS FOR THE MUNICIPAL PARKING LOT AND ADA RAMP IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.

MOTION: Ms. Antosh motions to suspend the three readings. Ms. Bisbee second.

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

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

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

10. RESOLUTION NO. 2026-46:

A RESOLUTION AUTHORIZING THE PURCHASE OF PATROL RIFLES, SUPPRESSORS AND RELATED EQUIPMENT FOR USE BY THE CITY OF WILLOWICK POLICE DEPARTMENT; AUTHORIZING THE TRADE-IN AND DISPOSITION OF CERTAIN EXISTING POLICE DEPARTMENT FIREARMS AND LAWFULLY FORFEITED FIREARMS; AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST

FUND MONIES FOR THE REMAINING PURCHASE COST, SUBJECT TO SEPARATE APPROPRIATION; AND DECLARING AN EMERGENCY.

MOTION: Ms. Antosh motions to suspend the three readings. Ms. Bisbee second.

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

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

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

11. RESOLUTION NO. 2026- 47:

A RESOLUTION AUTHORIZING THE CITY OF WILLOWICK TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LAKE COUNTY MAYORS AND MANAGERS ASSOCIATION AS A REGIONAL COUNCIL OF GOVERNMENTS PURSUANT TO CHAPTER 167 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY.

Mayor Vanni says when this was founded years ago, the bank account was held by one City. Now with Dennis being gone, Eastlake doesn't want to hold it in their name so they are going to form a council with a treasurer to hold this.

MOTION: Ms. Antosh motions to suspend the three readings. Ms. Bisbee second.

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

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

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

12. ORDINANCE NO. 2026- 34:

AN ORDINANCE AMENDING ORDINANCE 2026-6 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM The General Fund (101); Sewer Revenue Fund (205); OneOhio Opiod Fund (229); Municipal Tax Increment Fund (302); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

MOTION: Ms. Antosh motions to suspend the three readings. Ms. Bisbee second.

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

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

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

13. RESOLUTION NO. 2026- 38:

A RESOLUTION AUTHORIZING THE REGIONAL INCOME TAX AGENCY TO REVIEW AND DETERMINE CERTAIN REQUESTS FOR ABATEMENT OF MUNICIPAL INCOME TAX PENALTIES AND INTEREST IN ACCORDANCE WITH APPLICABLE LAW, AUTHORIZING EXECUTION OF RITA'S MUNICIPAL INCOME TAX PENALTY AND INTEREST ABATEMENT AUTHORIZATION.

First Reading 9/1/2026, Second Reading 9/15/26.

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

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

14. RESOLUTION NO. 2026- 39:

A RESOLUTION AUTHORIZING THE CREATION OF ONE UNPAID STUDENT INTERN POSITION WITHIN THE FINANCE DEPARTMENT OF THE CITY OF WILLOWICK

First Reading 9/1/2026, Second Reading 9/15/26.

Mr. McFarland says he no matter if they are an intern or another employee, he feels they deserve to be compensated. He agrees an internship is the best route for the City, but he disagrees with them being unpaid. The work they are providing to the City and residents deserves to be compensated. This is a moral and ethical issue for him. If you do work for anyone, you deserve to be compensated.

Ms. Bisbee appreciates that position but because this is an unpaid internship with some learning, they could get college credits for this, they are being compensated in that way. It is a relatively part time position and something new to try to reach out to local colleges and offer them experience. She has no issue with unpaid for that reason.

Mr. Malta says we cannot discuss what happens in executive sessions, but he wants to thank his colleagues for their opinions.

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

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

MISCELLANEOUS

15. Motion Authorizing an expenditure to the Willoughby Eastlake school district in the amount of \$104,288.01 for the second half TY/25CY26 Payment per the compensation Agreement for the Shoreland Crossings TIF.

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

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

16. Motion authorizing the 2 items in Exhibit A to be declared as Surplus, Unneeded, Unfit for Public Use and Authorizing it's sale or subsequent disposal.

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

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

PUBLIC PARTICIPATION

a) Public statement (1 minute maximum)

b) Council response to the public

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

Jean Bowen, 472 E 319, asks what the submerged lands item is all about?

Ms. Koudela says they want to do something to prevent erosion and this item is the City saying we are not opposed to them doing it because it's touching the water. We usually get about one per year.

Law Director says the City Engineer knows a bit more.

Tim says this particular project is building a shoreline abutment and a staircase for access to the Lake. This just waives the City's right to saying they can do something, but they do still have other formal processes to go through.

No one else wishes to speak.

Mr. Malta says North and South both sit 7-0 and are on course to play week 9 which is one week from Friday. He encourages everyone to come out to watch. They're having a great year and deserve a lot of support. The fire marshal will be there probably. You'll always have a seat in the press box, just text him. Congrats to Todd and what's happening over there. He has been involved for many years and coached a lot of those kids when they were small. It's going to be a lot of fun.

Ms. Antosh asks what time?

He says 7, he'd get there at 6.

Clarification that it's the 16th.

Todd says tickets are purchased online now too.

ADJOURNMENT

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

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

Adjourned at 7:38 p.m.

Clerk of Council

Council President

Date

**AGREEMENT BY AND BETWEEN THE LAKE COUNTY BOARD OF
COMMISSIONERS AND THE CITIES OF EASTLAKE, MENTOR, PAINESVILLE,
WICKLIFFE, WILLOUGHBY, AND WILLOWICK FOR THE STATE ROUTE 2
GENERAL MAINTENANCE AND LIGHTING REPLACEMENT PROJECT**

This Agreement is entered into by and between the Board of Commissioners of Lake County, Ohio (“Lake County”), 105 Main Street, Painesville, Ohio 44077, and the cities of Eastlake, Mentor, Painesville, Wickliffe, Willoughby, and Willowick (“Municipal Corporation(s)”), individually referred to as “party” and collectively as “parties.”

In consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

ARTICLE I – GENERAL MAINTENANCE

SECTION I. PURPOSE OF AGREEMENT

The parties hereto acknowledge that state law places the burden of maintaining municipal portions of State Route 2 upon each Municipal Corporation through which State Route 2 passes. However, in the interest of public need and economic efficiency, the parties agree that the authority and responsibility of maintenance of State Route 2 is best placed within the office of the Lake County Engineer, with the costs of maintenance being proportionally attributed to each Municipal Corporation. In accordance with R.C. 307.15, this Agreement is entered into for the purpose of Lake County instituting a general maintenance program to provide consistency across boundaries on behalf of the Municipal Corporations.

By entering into this Agreement, the parties agree that this contract shall serve as a continuing application for use of the municipal funds pursuant to R.C. 4504.04, and that use of those funds is approved by Lake County for the purposes set forth herein. Further, the parties specifically approve and authorize the Lake County Engineer to provide for the maintenance of State Route 2 within the listed municipalities as described in this Agreement.

SECTION II. GENERAL MAINTENANCE PROGRAM SERVICES

- A. Lake County, by and through the Lake County Engineer’s Office, will provide for only the following stated services as part of the general maintenance program on the portions of State Route 2 that traverse through each Municipal Corporation’s jurisdictional limits (“Services”):
1. Snow and ice control
 2. Normal pavement repair, including crack sealing and pothole patching
 3. Shoulder repair
 4. Pavement striping
 5. Installation of necessary traffic control signs and sign repair (ground mounted) which are within the Municipal Corporations’ responsibility
 6. Guardrail maintenance
 7. Mowing where accessible

8. Roadway drainage
 9. Litter pickup within limits of where mowing is performed
 10. Herbicidal spraying
 11. Pavement and bridge sweeping in coordination with Lake County Stormwater Management Department
 12. Damaged median barrier repair
 13. Removal and disposal of nuisance items
- B. The general maintenance program shall only include the items of normal maintenance as identified above as Services. The implementation and execution of Services shall be at the discretion and control of the Lake County Engineer, subject to review by all affected municipalities as set forth in Article I, Section VII.A., and final approval by the Lake County Board of Commissioners.
- C. The Committee (described below in Article I, Section VII) may convene to evaluate whether maintenance services for LED lights on State Route 2 are needed. Upon such evaluation, the Committee may, by majority recommendation, propose engaging a third-party vendor to perform lighting maintenance. Any such recommendation shall be submitted to the County and shall be subject to the approval of the County. If a third-party vendor is engaged to perform such services, the cost of such services shall be included in the Costs of the program as further described in Article I, Section III.

SECTION III. PROGRAM COST

- A. The total cost of Services shall be determined by the cost of labor, equipment, supplies, fuel, and materials necessary to provide the Services to the applicable portions of State Route 2 (“Costs”).
1. Labor shall include the following flat hours of time per bi-weekly pay period:
 - a. Superintendent: 25 hours
 - b. Finance Officer: 8 hours
 - c. Chief Deputy: 25 hours
 2. Road Crew cost will be calculated at the total cost of labor (at the employee’s current rate of pay, plus benefits) per actual recorded time spent on S.R. 2.
- B. When the Lake County Engineer determines that it is necessary to purchase equipment, including vehicles, (“Equipment”) for the purpose of providing Services, Lake County will procure such Equipment at Lake County’s expense. Although Lake County will purchase and own such items, the Municipal Corporations agree that they will pay an equipment-use fee, which will be itemized on each invoice. The fee for Equipment purchased shall be amortized over a 5-year period. Equipment-use fees are intended to cover the costs of the purchase of the Equipment. The parties acknowledge that any Equipment purchased or acquired by Lake County for the purpose of performing the Services will be primarily dedicated to such Services. However, Lake County may, when reasonably necessary, utilize the Equipment for other County operations, including but not limited to situations where substitute equipment is required due to repairs, breakdowns, emergencies, or when such use would improve operational efficiency. Any incidental use of the Equipment

outside the scope of this Agreement shall not affect the Municipal Corporations' responsibility to reimburse Lake County for the costs associated with the Equipment for the performance of the Services.

1. Advance notice to the Municipal Corporations will be provided before any Equipment in excess of the then-current competitive bidding threshold to be used in the provision of Services is acquired.
 2. Should this Agreement terminate, Lake County shall be entitled to use any Equipment purchased in accordance with this provision for any legal purpose.
 3. If Lake County determines that the Equipment is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, Lake County shall provide the Municipal Corporations with the right of first refusal to the Equipment before its disposal.
- C. For the support of the general maintenance program to pay for the cost of Services, Lake County will contribute quarterly 22.5%, for a total of 90% annually, of the immediately preceding year's funds collected from Lake County's annual license tax levied in accordance with R.C. 4504.02 for the benefit of the municipalities. Each Municipal Corporation agrees to pay to Lake County, c/o the Lake County Engineer, as their share of the cost of the general maintenance program, the following: a percentage of the remainder of the total cost of the program (beyond Lake County's contribution) for Costs of the Services, which shall be divided proportionally among the participating Municipal Corporations based on each Municipal Corporation's lane mileage as detailed below.
- D. The proportionate share of the costs attributable to each Municipal Corporation shall be based on each respective Municipal Corporation's lane mileage along State Route 2 as follows:
- | <u>Municipal Corporation</u> | <u>Mileage Along State Route 2</u> |
|------------------------------|---------------------------------------|
| Eastlake | 12.524 |
| Mentor | 47.075 |
| Painesville | 14.549 (including 4.08 miles on SR44) |
| Wickliffe | 13.122 |
| Willoughby | 17.259 |
| Willowick | 3.527 |
- E. The Lake County Engineer shall bill each Municipal Corporation for its proportionate share on a quarterly basis. Within thirty (30) days of receipt of any invoice, the Municipal Corporation shall make payment in full to Lake County, c/o Lake County Engineer.
- F. Quarterly invoices shall include task, time, and materials costs for the reported quarter.

SECTION IV. RECORDS AND REPORTS

- A. Records relating to the operation of the general maintenance program shall be created, obtained, and maintained by the Lake County Engineer.

- B. Financial records relating to costs of the general maintenance program shall be maintained by the Lake County Engineer.
- C. The Lake County Engineer shall prepare a summary of the costs of and work performed for the general maintenance program for the preceding calendar year, and shall provide a copy of the report to the Lake County Board of Commissioners and each participating Municipal Corporation annually.
- D. All records relating to the general maintenance program shall be retained by the Lake County Engineer in accordance with the Lake County Engineer's records retention schedule.

SECTION V. OTHER REPAIRS OF STATE ROUTE 2

- A. The parties acknowledge that there may be items of major or extraordinary repair or rebuilding, or other items of general maintenance required along State Route 2 which are not included within the general maintenance program Services pursuant to this Agreement, as set forth in Article I, Section II.A. The parties agree that such items are the sole responsibility of the Municipal Corporation when said repair/rebuilding/other general maintenance is required along that Municipal Corporation's portion of State Route 2.
- B. Lake County and the Lake County Engineer agree that in the event labor, equipment, and/or materials are available for any such major or extraordinary repair/rebuilding/general maintenance not otherwise included in this Agreement, it will make reasonable efforts to aid the Municipal Corporation required to perform such repair/rebuilding/other general maintenance. However, the parties agree that there is no obligation for Lake County and/or Lake County Engineer to provide such assistance and a separate agreement may be entered into between Lake County and the applicable Municipal Corporation to do so.
- C. In the event damage is caused by a third party to any portion of State Route 2 which is repaired or maintained by Lake County as set forth within the Services provided herein, the cost for any required repair/replacement to fix the damage will be included in the overall costs of the general maintenance program. The Municipal Corporation where the damage was incurred shall be responsible for pursuing recovery of those costs from the third party or an appropriate insurance carrier. Neither Lake County nor the Lake County Engineer will be responsible for pursuing any legal action or claim to seek reimbursement or insurance coverage from a third party for such damage, but the Lake County Engineer will cooperate with insurance companies, law enforcement, and any other necessary party to provide required information to enable the Municipal Corporation to do so. In the event the Municipal Corporation recovers any or all of the costs of the repair/replacement, the Municipal Corporation shall promptly provide such funds to the Lake County Engineer to offset the costs of the repair/replacement to the general maintenance program.

SECTION VI. TERM AND TERMINATION

- A. Article I of this Agreement shall be effective as of [date] (the “Effective Date”), and shall continue in effect for a period of three (3) years (“Term”). Article I of this Agreement will automatically renew for successive three-year terms (“Successive Term”) unless otherwise terminated as provided for in this section.
- B. Any Municipal Corporation may terminate its participation in Article I of this Agreement for any reason by providing at least six (6) months advance written notice to all other parties prior to the end of the Term or any Successive Term. Such Municipal Corporation giving notice of termination will cease its participation and obligations under this Agreement at the end of the then-current term. In such case, Lake County may terminate Article I of this Agreement by giving ninety (90) days’ notice to the parties, in which case, Article I of this Agreement will terminate for all parties at the end of the then-current Term. In the event Lake County does not give notice of termination, Article I of this Agreement shall continue in effect for the remaining parties that did not give notice of termination for a Successive Term.
- C. Article I of this Agreement may be terminated for any reason by Lake County, after consultation with the Lake County Engineer, upon at least six (6) months advance written notice to all other parties prior to the end of the Term or any Successive Term. Article I of this Agreement shall continue in effect until the end of the then-current term following notice of termination, at which time Article I of this Agreement shall be terminated in its entirety (with the exception of the provisions that survive termination).
- D. This Article I may be terminated by all parties upon their mutual agreement and understanding at any time.
- E. Lake County shall be responsible for providing services pursuant to Article I up to the termination date. Each Municipal Corporation shall be responsible for its proportionate share of the costs outlined herein up to the date of termination.
- F. In the event a Municipal Corporation gives notice of termination as set forth in Article I, Section VI.B. in order to maintain its portion of State Route 2 directly, or to have such maintenance performed by a third-party contractor, the following shall apply:
 - 1. After the end of the then-current Term or Successive Term after the Municipal Corporation’s participation in this Agreement has terminated, and provided that the Agreement is still in effect for any remaining parties, Lake County shall continue to award to that withdrawing Municipal Corporation its proportional share of the annual license tax funds levied in accordance with R.C. 4504.02, as described in Article I, Section III.C. The proportional share shall be calculated on the basis of that Municipal Corporation’s lane mileage along State Route 2 as set forth in Article I, Section III.D.
 - 2. Such funds shall be awarded solely on the express condition that they are used exclusively for the maintenance of that Municipal Corporation’s portion of State

Route 2, whether such maintenance is performed by the Municipal Corporation itself or through a third-party contractor.

3. As a continuing condition of receiving such funds, the withdrawing Municipal Corporation shall provide to Lake County, on at least an annual basis or upon reasonable request, sufficient documentation to demonstrate that all funds distributed under this provision have been used exclusively for the stated maintenance purpose.
 4. While this provision will survive the Municipal Corporation's withdrawal from this Agreement, this provision shall only remain in effect for the same period during which the Agreement is in effect for the remaining parties.
- G. Upon termination of this Agreement, the following provisions of shall survive termination: Article I, Section III.B.; Article I, Section IV.D.; Article I, Section VI.F. (only as to a withdrawing Municipal Corporation, provided that the Agreement remains in effect for the remaining parties); Article I, Section IX; and Article I, Section XI.

SECTION VII. STATE ROUTE 2 MAINTENANCE COMMITTEE

- A. The parties agree to establish a State Route 2 Maintenance Committee ("Committee") for the purpose of planning for the operation of the general maintenance program and services to be performed along State Route 2. The committee shall be comprised of the following: 1) Lake County Engineer (or designee); 2) the chief executive of each Municipal Corporation (or designee); and 3) a designee of the Lake County Board of Commissioners.
- B. The Committee shall meet semi-annually prior to and after the snow season. Meetings of the Committee may also be convened upon request by the Lake County Engineer or a Municipal Corporation.
- C. The Committee shall review this Agreement two years into the Term and any Successive Term and make any recommended amendments to this Agreement to the parties hereto.
- D. All committee meetings shall be open to the public and shall follow the requirements of the Ohio Open Meetings Act.

SECTION VIII. EMPLOYMENT AND INSURANCE

All Lake County staff performing services pursuant to this Agreement shall at all times be considered an employee of Lake County and subject to the direction and control of Lake County. Lake County is responsible for providing insurance coverage for its staff performing Services per this Agreement, including automobile and health insurance, workers' compensation, unemployment compensation, and/or OPERS benefits, and Municipal Corporations shall have no responsibility in this regard.

SECTION IX. OWNERSHIP OF EQUIPMENT AND MATERIALS

Any Equipment and/or materials purchased by Lake County and/or Lake County Engineer pursuant to this Agreement shall be and remain the property of Lake County and/or Lake County Engineer without any claim of interest by any Municipal Corporation.

ARTICLE II – HIGHWAY LIGHTING REPLACEMENT**SECTION I. PURPOSE**

In accordance with R.C. 307.15, the purpose of this Article II of this Agreement is to establish the terms under which Lake County will undertake and administer the highway lighting replacement project along State Route 2 within the jurisdictional boundaries of the Municipal Corporations on behalf of those Municipal Corporations (“Project”), and to define the funding, repayment, and cooperative obligations of the parties. It is understood and agreed to by the parties that the City of Painesville is not included in the definition of “Municipal Corporation” for purposes of Article II of this Agreement and shall have no rights or obligations pertaining thereto.

SECTION II. APPLICATION FOR MUNICIPAL FUNDS UNDER R.C. 4504.04

- A. Each Municipal Corporation hereby acknowledges and agrees that its execution of this Agreement constitutes its formal application for the use of municipal funds under R.C. 4504.04 (“Municipal Funds”).
- B. By and through this Agreement, the Municipal Corporations hereby collectively request an allocation of Municipal Funds to pay for the total cost of the Project, not to exceed \$2,000,000, and Lake County hereby awards such amount for this Project.

SECTION III. COUNTY OBLIGATIONS

The parties agree that, instead of the Municipal Funds awarded herein being directly provided to each Municipal Corporation, Lake County, by and through the Lake County Engineer, shall undertake and manage the Project, including procurement, engineering, contracting, construction oversight, and coordination, and shall use such awarded Municipal Funds to fund this Project on behalf of the Municipal Corporations.

SECTION IV. COOPERATION

The Municipal Corporations shall fully cooperate with Lake County in all matters necessary for the timely completion of the Project, including access, permitting, coordination, and municipal support as reasonably required.

SECTION V. TERM AND TERMINATION

Article II of this Agreement is effective as of [date] (“Effective Date”) and shall remain in effect until all Project-related activities are complete. Thereafter, this Article II shall terminate and all obligations and responsibilities related thereto shall cease.

ARTICLE III – MISCELLANEOUS TERMS

SECTION I. NO PARTNERSHIP

No partnership, employment relationship, joint venture, association, or other relationship between Lake County and Municipal Corporations shall be considered to be created by virtue of this Agreement or any Services rendered in accordance with this Agreement.

SECTION II. LIABILITY

Each party agrees to be solely liable for any negligent acts or omissions by or through itself, its agents, and employees arising out of this Agreement, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

SECTION III. PRIOR AGREEMENTS AND AMENDMENTS

This Agreement constitutes the entire agreement between the parties, and terminates all prior agreements, written or oral, between the parties concerning the same services as of its Effective Date. Any amendment to this Agreement shall be in writing and signed by all parties.

SECTION IV. HEADINGS

The section headings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION VI. COMPLIANCE WITH LAW

Lake County agrees to comply with all applicable laws, codes, regulations, ordinances, and ODOT requirements in the provision of the services agreed to herein.

SECTION VII. DISPUTE RESOLUTION

In the event of any dispute between Lake County and one or more Municipal Corporations regarding the general maintenance program, the parties shall make diligent efforts to resolve such dispute. Any dispute raised by a Municipal Corporation shall first be presented to the State Route

2 Maintenance Committee for discussion and to recommend a resolution. In the event the parties are unable to satisfactorily resolve any dispute cooperatively, in the event of nonpayment of an invoice by a Municipal Corporation, or if a party is otherwise in default or breach of this Agreement, any legal action taken by a party shall be filed in a court of competent jurisdiction in Lake County, Ohio.

SECTION VIII. NOTICES

A party giving notice as provided for by this Agreement shall send such notice by United States Postal Service, certified mail, return receipt requested, to the attention and address of the other party which is set forth below, or to such other address as the party designates in writing. Notice is considered to be given upon return of the requested receipt, or three days after such notice is sent by the United States Postal Service in the event the receipt is not returned.

As to Lake County:

Jason Boyd
County Administrator
105 Main Street
Painesville, OH 44077
jboyd@lakecountyohio.gov

As to Eastlake:

Name
Title
Address
City, State Zip Code
Email

As to Mentor:

Name
Title
Address
City, State Zip Code
Email

As to Painesville:

Name
Title
Address
City, State Zip Code
Email

As to Wickliffe:

Name

Title

Address

City, State Zip Code

Email

As to Willoughby:

Name

Title

Address

City, State Zip Code

Email

As to Willowick:

Name

Title

Address

City, State Zip Code

Email

[The remainder of this page intentionally left blank.]

THIS AGREEMENT for the **STATE ROUTE 2 GENERAL MAINTENANCE PROGRAM AND LIGHTING REPLACEMENT PROJECT** is executed by the parties signing below, who each warrant that they have the authority to enter into this Agreement in accordance with and pursuant to legislation duly adopted by their respective legislative bodies, evidenced by the number of such legislative act and the date adopted as indicated:

LAKE COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Jason Boyd
Lake County Administrator

Lake County Prosecutor

Date: _____

Resolution No. _____, adopted

Consented and agreed to by:

Lake County Engineer

CITY OF EASTLAKE

Approved as to form:

Name:
Title:

Legal Counsel

Date: _____

Resolution No. _____, adopted

CITY OF MENTOR

Approved as to form:

Name:
Title:

Legal Counsel

Date: _____

Resolution No. _____, adopted

CITY OF PAINESVILLE**Approved as to form:**_____
Name:**Title:****Date:** __________
Legal Counsel**Resolution No.** _____, adopted

CITY OF WICKLIFFE**Approved as to form:**_____
Name:**Title:****Date:** __________
Legal Counsel**Resolution No.** _____, adopted

CITY OF WILLOUGBY**Approved as to form:**_____
Name:**Title:****Date:** __________
Legal Counsel**Resolution No.** _____, adopted

CITY OF WILLOWICK**Approved as to form:**_____
Name:**Title:****Date:** __________
Legal Counsel**Resolution No.** _____, adopted

RESOLUTION NO. 2026-48**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO AN AGREEMENT WITH THE LAKE COUNTY BOARD OF COMMISSIONERS AND THE CITIES OF EASTLAKE, MENTOR, PAINESVILLE, WICKLIFFE, AND WILLOUGHBY FOR THE STATE ROUTE 2 GENERAL MAINTENANCE AND LIGHTING REPLACEMENT PROJECT.**

WHEREAS, the City of Willowick recognizes the importance of maintaining State Route 2 in a safe and serviceable condition for the benefit of the traveling public; and

WHEREAS, pursuant to Ohio Revised Code Section 307.15, the Board of County Commissioners may enter into agreements with municipal corporations for the performance of governmental functions and services; and

WHEREAS, Ohio Revised Code Sections 4504.04 and 4504.05 provide for the allocation and use of certain county motor vehicle license tax funds for authorized highway and roadway purposes; and

WHEREAS, the Lake County Board of Commissioners and the Cities of Eastlake, Mentor, Painesville, Wickliffe, Willoughby, and Willowick desire to enter into a cooperative agreement for the continued general maintenance of State Route 2 through their respective municipal jurisdictions; and

WHEREAS, the parties further desire to undertake a highway lighting replacement project along State Route 2, utilizing municipal funds allocated pursuant to Ohio Revised Code Section 4504.04, with the City of Painesville excluded from participation in the lighting replacement portion of the Agreement; and

WHEREAS, the Lake County Engineer will administer the general maintenance program and the highway lighting replacement project in accordance with the terms and conditions of the Agreement; and

WHEREAS, Council has reviewed the proposed Agreement entitled "Agreement by and Between the Lake County Board of Commissioners and the Cities of Eastlake, Mentor, Painesville, Wickliffe, Willoughby, and Willowick for the State Route 2 General Maintenance and Lighting Replacement Project," a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, Council finds that entering into said Agreement is in the best interest of the City of Willowick and its residents.

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

SECTION 1. The Mayor of the City of Willowick is hereby authorized and directed to enter into and execute, on behalf of the City of Willowick, the Agreement by and Between the Lake County Board of Commissioners and the Cities of Eastlake, Mentor, Painesville, Wickliffe, Willoughby, and Willowick for the State Route 2 General Maintenance and Lighting Replacement Project, substantially in the form attached hereto as Exhibit A, and to execute such ancillary documents as may be reasonably necessary to effectuate the Agreement, provided that no material modification to the financial obligations or substantive terms of the Agreement shall be made without further authorization of Council.

SECTION 2. Council hereby approves the City's participation in the State Route 2 General Maintenance Program as set forth in Article I of the Agreement, including the provision of maintenance services by the Lake County Engineer and the allocation of costs among the participating municipal corporations in accordance with the terms of the Agreement.

SECTION 3. Council hereby approves the City's participation in the State Route 2 Highway Lighting Replacement Project as set forth in Article II of the Agreement, including the application for and allocation of municipal funds pursuant to Ohio Revised Code Section 4504.04 toward the Project, subject to the terms, conditions, and aggregate project funding limitation of Two Million Dollars (\$2,000,000.00) set forth in the Agreement.

SECTION 4. The Mayor and other appropriate City officials are hereby authorized to take such administrative actions and execute such documents as are reasonably necessary to carry out the purposes of this Resolution and the Agreement, subject to applicable law, the availability and lawful appropriation of funds, and the terms of the Agreement.

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all applicable legal requirements.

PASSED: _____, 2026

Monica Koudela, President of
Council

SUBMITTED to the Mayor for his
approval on _____, 2026

APPROVED by the Mayor on
_____, 2026

ATTEST:

Alyssa Moran, Clerk of Council

Michael J. Vanni, Mayor

RESOLUTION NO. 2026-49

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LAKE COUNTY REGIONAL TRANSIT AUTHORITY (LAKETRAN) FOR THE VINE STREET CORRIDOR PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick (the “City”) has participated with the Lake County Regional Transit Authority (“Laketran”), the City of Eastlake, and the City of Willoughby in planning transportation, pedestrian, and transit-connectivity improvements along the Vine Street corridor; and

WHEREAS, Laketran has received federal and regional funding for the Vine Street Corridor Project (the “Project”) and will administer the grant funding and procure and administer the Project construction contract; and

WHEREAS, the proposed Memorandum of Understanding (“MOU”), substantially in the form attached hereto as Exhibit A and incorporated herein, allocates responsibilities between the City and Laketran for the portion of the Project within Willowick, including streetlighting, streetscaping, sidewalks, pedestrian crossings, and transit connectivity; and

WHEREAS, the current Project budget allocates approximately \$711,398.33 in grant funding to the improvements within Willowick and anticipates an initial City local share of \$177,849.58, subject to adjustments and additional responsibilities as stated in the MOU; and

WHEREAS, Council finds that entering into the MOU will facilitate the advancement of transportation safety, accessibility, and transit connections within the City;

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

SECTION 1. The Mayor is hereby authorized and directed to execute, on behalf of the City of Willowick, a Memorandum of Understanding with the Lake County Regional Transit Authority for the Vine Street Corridor Project, substantially in the form attached hereto as Exhibit A, together with such nonmaterial changes as may be approved by the Director of Law and the Mayor, provided that no such change materially increases the City’s financial obligations or alters the allocation of material risk without further Council authorization.

SECTION 2. Council acknowledges that the current estimated City local share under the MOU is \$177,849.58. This Resolution does not independently appropriate funds or authorize expenditures beyond amounts lawfully appropriated and certified. Before the City authorizes Laketran to incur costs for which the City will be responsible, the appropriate City officials shall ensure compliance with all applicable appropriation, certification, and expenditure requirements, including Ohio Revised Code Section 5705.41.

SECTION 3. Any proposed amendment to the MOU or other written authorization that would materially increase the City's financial obligation beyond the presently approved Project allocation shall be submitted for further Council approval before such additional costs are authorized, except for obligations previously lawfully incurred or irrevocably committed pursuant to the MOU. Nothing in this Section shall be construed to modify the executed MOU or relieve the City of any valid obligation under it.

SECTION 4. The Mayor and other appropriate City officials are authorized to take all lawful administrative actions necessary to implement this Resolution and carry out the MOU, consistent with its terms and with available appropriations.

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with applicable law.

SECTION 6. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, and specifically to facilitate timely coordination, funding, and implementation of the Vine Street Corridor Project. Wherefore, provided it receives the vote required by the City Charter and applicable law, this Resolution shall take effect immediately upon its passage and approval by the Mayor; otherwise, it shall take effect at the earliest time permitted by law.

PASSED: _____, 2026

Monica Koudela, President of
Council

SUBMITTED to the Mayor for his
approval on _____, 2026

APPROVED by the Mayor on
_____, 2026

ATTEST:

Alyssa Moran, Clerk of Council

Michael J. Vanni, Mayor

MEMORANDUM OF UNDERSTANDING
LAKE COUNTY REGIONAL TRANSIT AUTHORITY
AND
THE CITY OF WILLOWICK

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the date of the last signature below (the “Effective Date”) by and between the CITY OF WILLOWICK, an Ohio municipal corporation, 30435 Lakeshore Blvd, Willowick, OH 44095 (hereinafter referred to as “City”), and the LAKE COUNTY REGIONAL TRANSIT AUTHORITY, also known as Laketran, an Ohio regional transit authority, 555 Lakeshore Blvd., Painesville, Ohio 44077 (hereinafter referred to as “Laketran”). The City and Laketran may each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Laketran and the City partnered with the City of Willoughby and the City of Eastlake on a planning study to improve transportation and mobility along Vine Street between Erie Street in Willoughby and Lakeshore Boulevard in Willowick; and

WHEREAS, Laketran provides transit service throughout Lake County, including fixed-route and commuter service along Vine Street; and

WHEREAS, the Northeast Ohio Areawide Coordinating Agency (“NOACA”) awarded One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) in federal Transportation Improvement Program Transportation Alternatives Program funding and Three Hundred Forty-Four Thousand Six Hundred Seventy-One and 00/100 Dollars (\$344,671.00) in Transportation for Livable Communities Initiative funding to Laketran to implement the Vine Street Corridor Planning Study, for a total of One Million Eight Hundred Forty-Four Thousand Six Hundred Seventy-One and 00/100 Dollars (\$1,844,671.00); and

WHEREAS, the Ohio Department of Transportation (“ODOT”) awarded Seven Hundred Twenty Thousand and 00/100 Dollars (\$720,000.00) in federal funding administered through the Ohio Transportation Partnership Program to Laketran to implement bus shelters and passenger improvements along Vine Street; and

WHEREAS, the total available federal funding awarded for the Project is Two Million Five Hundred Sixty-Four Six Hundred Seventy-One and 00/100 Dollars (\$2,564,671.00) and is expected to require an aggregate local match of approximately Six Hundred Forty-One One Hundred Sixty-Eight and 00/100 Dollars (\$641,168.00); and

WHEREAS, the City and Laketran desire to jointly pursue a sidewalk and transit-connectivity project along Vine Street in accordance with applicable funding requirements and the planning study (the “Project”); and

WHEREAS, Laketran will obligate the federal funding and procure and contract with the construction contractor for the Project, subject to the terms of the applicable grants, the availability of funding, and all required governmental approvals and appropriations.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions stated herein, the Parties agree as follows:

Agreed Purpose and Project Scope. The Project improvements within the City’s municipal boundaries (the “City Improvements”) will include streetlighting, streetscaping, sidewalk and transit-connectivity improvements, and pedestrian crossings, as more particularly described in the final plans, specifications, and bid documents approved by Laketran (collectively, the “Project Documents”). The Project Documents may be modified as required by a funding agency, applicable law, field conditions, or an approved change order.

Nothing in this MOU obligates Laketran to construct any improvement that is not included in the final Project Documents or for which sufficient funding and required approvals are unavailable.

Laketran Transit Improvements. Laketran intends to use its funding to construct improved transit amenities along Vine Street, including a bus stop at 32114 Vine Street, Willowick, Ohio 44095, subject to final design, site availability, applicable approvals, and continued funding eligibility. Laketran retains control over the design, location, operation, alteration, and removal of improvements used primarily for transit purposes.

Construction Cost and Allocation. The total construction cost is currently estimated at Three Million Two Hundred Five Thousand Eight Hundred Thirty-Nine and 00/100 Dollars (\$3,205,839.00). Of the Two Million Five Hundred Sixty-Four Six Hundred Seventy-One and 00/100 Dollars (\$2,564,671.00) grant award, Seven Hundred Eleven Thousand Three Hundred Ninety-Eight and 33/100 Dollars (\$711,398.33) is currently allocated to the City Improvements as the City's grant share. The City shall provide a local share of not less than One Hundred Seventy-Seven Thousand Eight Hundred Forty-Nine and 58.100 Dollars (\$177,849.58) and shall reimburse Laketran for that amount in accordance with this MOU. The allocations are estimates based on the present Project budget and may be adjusted to reflect the accepted bid, approved change orders, actual quantities, funding-agency determinations, and final eligible costs.

City Responsibility for Costs. Except for costs expressly allocated to Laketran in Exhibit A attached hereto and incorporated herein, the City shall be responsible for all costs attributable to the City Improvements that are not paid from grant funds, including the required local share; bid overruns; approved change orders; utility relocation costs allocated to the City; costs resulting from City-requested work, City delay, or inaccurate information supplied by the City; and costs determined by a funding agency to be ineligible or disallowed to the extent attributable to the City Improvements or the City's act or omission. Laketran shall have no obligation to advance its own funds for the City's share or to perform work exceeding available grant funds and duly appropriated local funds. No material increase in the City's maximum financial obligation shall be effective unless approved in writing by the City and Laketran, except that the City remains responsible for costs already incurred or irrevocably committed at its written request or with its written approval.

Appropriations and Authority. Each Party's obligations are subject to its lawful authority, all required governmental approvals, and the appropriation and availability of funds. The City represents that it has obtained, or before authorizing Laketran to incur costs will obtain, all legislation, appropriations, and other approvals necessary to perform its obligations. If sufficient City funds are not appropriated or available, the City shall immediately notify Laketran and direct Laketran in writing not to incur additional City costs. Any non-appropriation or funding unavailability will not relieve the City from paying amounts lawfully incurred or irrevocably committed before Laketran receives that direction.

Grant Funding and Compliance. Laketran will administer the grant funds allocated to the Project and will serve as the contracting party for construction. Each Party shall comply with funding requirements applicable to its activities and shall furnish records, certifications, approvals, and cooperation reasonably requested by Laketran or a funding agency. The City shall not take or omit any action that causes a loss, reduction, delay, recapture, or disallowance of Project funding. If grant funds are reduced, withdrawn, delayed, or determined to be unavailable, Laketran may suspend, reduce, modify, rebid, or terminate all or any portion of the Project without liability for unperformed work.

Surveying, Design Engineering, and Construction Engineering. These services will be handled separately under existing Verdantas agreements with Laketran and the City. This MOU does not modify either Party's separate agreement with Verdantas or make either Party responsible for the other Party's obligations under such an agreement. Verdantas's review, recommendation, or approval will not relieve the City, the contractor, or any design professional from responsibility for its respective acts, omissions, or contractual

duties.

City Review and Approvals. The City shall review plans, specifications, proposed changes, and other submissions requiring City action within thirty (30) business days after receipt, or within any shorter period reasonably required by the Project schedule and identified in the submission. The City's review is limited to matters within its lawful jurisdiction and does not transfer design, engineering, construction, safety, or regulatory responsibility to Laketrans. Delay attributable to the City may result in a schedule extension and additional costs chargeable to the City.

Specifications and Bids. Laketrans will provide specifications and obtain bids for Project construction. The accepted bid amount will be divided and allocated in accordance with this MOU and Exhibit A, subject to adjustment based on bid items and actual quantities attributable to each Party's improvements. If bids are higher than the original estimate, Laketrans may reject the bids, modify or reduce the Project scope, solicit new bids, or submit a written amendment or revised allocation to the City for approval. Laketrans is not required to award a contract unless adequate funding and all required approvals are in place.

Contract Documents and Project Administration. Laketrans will prepare and enter into a contract with the lowest responsive and responsible bidder, or other bidder lawfully selected by Laketrans, as determined by Laketrans in accordance with applicable procurement requirements. The Contract Documents will include all provisions required by applicable funding sources and law, including applicable wage, nondiscrimination, procurement, audit, records-retention, and federal contracting requirements. Laketrans will administer the construction contract and will have authority to communicate with and direct the contractor. The City shall not direct the contractor or authorize changes to the work, schedule, price, or means and methods. A City request affecting the work is not binding unless accepted in a written change order or other written instrument executed or approved by Laketrans. Nothing in this MOU makes the contractor or any subcontractor an agent of Laketrans or the City.

Access, Right-of-Way, Utilities, and Permits. At no cost to Laketrans, the City shall provide or secure all municipal consents, permits, licenses, easements, rights of entry, and rights-of-way within the City that are necessary for the City Improvements, except those expressly assigned to Laketrans in the Project Documents. The City shall coordinate municipal utilities and identify known underground and above-ground facilities within the Project area. The City represents only that it has authority to grant access to property under its ownership or control. Laketrans and its contractors may enter such property at reasonable times to design, construct, inspect, and close out the Project. The City shall not interfere with or permit conflicting work within the Project area without Laketrans's prior written consent.

No Assumption of Municipal Duties; Ownership and Maintenance. Laketrans's role as grant recipient, contracting party, or Project administrator does not constitute an assumption of the City's governmental, police-power, roadway, sidewalk, drainage, lighting, traffic-control, utility, inspection, maintenance, or public-safety duties. Except for transit amenities designated in writing as Laketrans property, the City shall accept ownership and responsibility for operation, maintenance, repair, replacement, inspection, and public safety of completed City Improvements upon substantial completion or beneficial use, whichever occurs first. Final payment, grant closeout, or expiration of a contractor warranty is not a condition to the City's maintenance responsibility.

Payments and Reimbursement. Laketrans will pay the contractor directly based on proper payment applications reviewed and approved by Verdantas, as Engineer of Record, and Laketrans. Payment applications are expected monthly during construction and will be paid in accordance with the construction contract after receipt, review, and approval. Laketrans may invoice the City monthly for the City's allocable share of approved costs and shall provide reasonable supporting documentation. The City shall pay each invoice within thirty (30) days after receipt. If the City disputes an invoice in good faith, it shall provide a specific written objection within fifteen (15) days after receipt and shall timely pay the undisputed amount. The Parties shall promptly

attempt to resolve any disputed amount, but a dispute does not authorize the City to withhold unrelated amounts. Laketran may issue a final reconciliation invoice following substantial completion or Project closeout.

Records and Audit. Each Party shall maintain Project records for the period required by applicable funding requirements and shall provide records reasonably requested for audit, reimbursement, closeout, or compliance purposes. Each Party acknowledges that records relating to this MOU may be subject to public disclosure. Neither Party shall represent that Project records are confidential unless a lawful exception applies, and the Party receiving a public-records request shall retain responsibility for responding to that request. Before producing records received from the other Party, the receiving Party may, when reasonably practicable, notify the other Party so that it may identify any claimed exception.

Insurance and Contractor Risk Allocation. Laketran shall require the construction contractor to maintain insurance of the types and limits stated in the Contract Documents and, to the extent permitted by law and commercially available under the applicable policies, to name Laketran, the City, their governing boards or councils, and their respective officers and employees as additional insureds for liabilities arising from the contractor's work. Laketran shall also require appropriate contractor indemnification obligations benefiting Laketran and the City, subject to applicable law and the Contract Documents. These requirements do not constitute a representation by Laketran regarding the sufficiency, collectability, or coverage of any policy. Each Party shall maintain insurance or a lawful self-insurance program appropriate to its own operations and exposures.

Responsibility for Claims; No Public-Entity Indemnity. Each Party is responsible for claims, losses, costs, and liabilities arising from its own acts or omissions and those of its officers, employees, and agents, but only to the extent imposed by applicable law. The City is responsible, to the extent imposed by applicable law, for claims arising from the ownership, condition, operation, or maintenance of the City Improvements after the responsibility for those improvements passes to the City. Neither Party assumes an obligation to indemnify the other beyond its lawful authority, and nothing in this MOU creates an indemnification obligation contrary to applicable law.

Preservation of Immunities and Defenses. Nothing in this MOU waives, limits, or modifies any governmental, sovereign, statutory, common-law, or other immunity, defense, limitation of liability, damages limitation, or privilege available to either Party or to its governing body, officers, employees, or agents. No provision requiring cooperation, insurance, responsibility for claims, or payment shall be construed as such a waiver.

Default and Cure. If either Party materially breaches this MOU, the non-defaulting Party shall provide written notice describing the breach. The defaulting Party shall have fifteen (15) days after receipt to cure a payment default and thirty (30) days after receipt to cure any other default; provided that, if a nonmonetary default cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be in default if it begins corrective action within that period and diligently completes it. No cure period is required when immediate suspension is reasonably necessary to protect public safety, preserve funding, comply with law or a funding directive, or prevent material harm.

Suspension and Termination. Laketran may suspend affected work upon a City payment default, failure to provide required access or approval, material noncompliance with a funding requirement, or any event that threatens Project funding or lawful performance. Either Party may terminate this MOU for an uncured material breach. Laketran may also terminate or reduce the Project upon loss or material reduction of funding, rejection of bids, failure to obtain required approvals, or a determination that proceeding is unlawful or not reasonably feasible. Termination does not affect accrued payment obligations, records duties, ownership and maintenance responsibilities, responsibility for claims, or provisions intended by their nature to survive. The City shall remain responsible for its allocated share of costs incurred or irrevocably committed before the effective date

of suspension or termination, including reasonable closeout and cancellation costs attributable to the City Improvements.

Term. This MOU begins on the Effective Date and continues until final Project closeout and payment of all amounts due, unless earlier terminated in accordance with this MOU. Provisions concerning payment, audit and records, ownership and maintenance, public records, claims, immunities, and accrued rights survive expiration or termination.

Notices. A notice required under this MOU must be in writing and delivered personally, by nationally recognized overnight courier, by certified United States mail with return receipt requested, or by electronic mail with confirmation of receipt, to the following representatives. Notice is effective upon actual receipt; provided that a notice of default, suspension, or termination sent by electronic mail must also be sent on the same day by another permitted method. Either Party may change its notice information by notice given under this section.

If to the City:

City of Willowick
Attn: Michael J. Vanni
30435 Lakeshore Blvd, Willowick, OH 44095
Email: mvannie@cityofwillowick.com

With a copy to:

City of Willowick Director of Law
Mandy Gwartz Esq.
Mandy Gwartz, LLC
20050 Lakeshore Blvd.
Euclid, Ohio 44123
Email: mandy@gwartzlaw.com

If to Laketran:

Lake County Regional Transit Authority
Attn: Chief Executive Officer
555 Lakeshore Blvd.
Painesville, Ohio 44077
Email: bcapelle@laketran.com

With a copy to:

Legal Counsel to the Laketran Board of Trustees
Brandon Dynes, Esq.
Thrasher, Dinsmore & Dolan, Co., L.P.A.
100 7th Avenue, Suite 150
Chardon, Ohio 44024
Email: bdynes@tddlalaw.com

Compliance with Law. Each Party shall perform its obligations in accordance with applicable law and the binding requirements of the Project's funding agencies. Nothing in this MOU requires either Party to take an action that exceeds its statutory authority or violates applicable law.

No Partnership, Agency, or Employment. The Parties are independent public entities. This MOU does not create a partnership, joint venture, fiduciary relationship, employment relationship, or agency. Neither Party may bind the other or incur an obligation on the other's behalf, except as expressly stated in this MOU.

No Third-Party Beneficiaries. This MOU is solely for the benefit of the Parties. It does not confer any right, remedy, or benefit upon the contractor, Verdantas, any funding agency, any property owner, or any other person or entity.

Assignment. Neither Party may assign or transfer this MOU or any material right or obligation under it without the other Party's prior written consent, except that Laketran may assign or transfer administrative responsibilities when required or approved by a funding agency or governmental authority.

Governing Law and Venue. This MOU is governed by the laws of the State of Ohio, without regard to conflict-of-law principles. Any action concerning this MOU shall be brought in a court of competent jurisdiction located in Lake County, Ohio.

Entire Agreement; Amendments; Order of Precedence. This MOU, including Exhibit A, constitutes the entire agreement between the Parties concerning its subject matter and supersedes prior oral or written understandings concerning that subject matter. An amendment must be in writing and executed by authorized representatives of both Parties. If a conflict exists between the body of this MOU and Exhibit A, the body of this MOU controls, except that the final funding-agency-approved allocation controls to the extent required as a condition of funding. The Project Documents govern technical construction requirements but do not amend the Parties' allocation of financial responsibility unless both Parties approve the amendment in writing.

Waiver; Severability. A waiver is effective only if in writing and applies only to the specific matter waived. Delay or failure to enforce a right is not a waiver. If any provision is determined to be invalid or unenforceable, it shall be enforced to the maximum lawful extent, and the remaining provisions shall remain in effect.

Execution Authority. Each person signing this MOU represents that the person is duly authorized to execute and deliver it on behalf of the identified Party and that all actions necessary to authorize that Party's execution and performance have been taken, subject to any express funding or appropriation conditions stated herein.

Counterparts and Electronic Signatures. This MOU may be executed and delivered in one or more counterparts, all of which shall be considered one and the same MOU and shall become effective when each Party has signed and delivered a counterpart. Signatures delivered by facsimile, electronic transmission, or a legally valid electronic-signature method shall have the same force and effect as original signatures.

[This space intentionally left blank – signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this MOU in Lake County, Ohio, as of the dates stated below.

CITY OF WILLOWICK, OHIO

By: _____

Printed Name: Michael J. Vanni
Title: Mayor

Date: _____

LAKE COUNTY REGIONAL TRANSIT AUTHORITY

By: _____

Printed Name: Ben Capelle
Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Mandy Gwartz Esq.
Director of Law, City of Willowick

APPROVED AS TO FORM:

Brandon D.R. Dynes, Esq.
Legal Counsel to Laketrans Board of Trustees

Exhibit A
Grant Funding

The City of Willowick will reimburse Laketrans not less than One Hundred Seventy-Seven Thousand Eight Hundred Forty-Nine and 58.100 Dollars (\$177,849.58) for construction expenses incurred for the City Improvements, subject to adjustment and the additional City cost responsibilities stated in this MOU.

Grantor	Funding Source	Grant Awards	EASTLAKE		WILLOUGHBY		WILLOWICK		LAKETRAN		Total Cost
			Grant Share	Local Share	Grant Share	Local Share	Grant Share	Local Share	Grant Share	Local Share	
NOACA	TA	\$1,500,000	\$500,000.00	\$125,000.00	\$500,000.00	\$125,000.00	\$500,000.00	\$125,000.00	\$0.00	\$0.00	\$1,875,000
NOACA	TLCI	\$344,671	\$114,890.33	\$28,722.58	\$114,890.33	\$28,722.58	\$114,890.33	\$28,722.58	\$0.00	\$0.00	\$430,839
ODOT OTP2	STBG	\$720,000	\$193,016.00	\$48,254.00	\$96,508.00	\$24,127.00	\$96,508.00	\$24,127.00	\$333,968.00	\$83,492.00	\$900,000
TOTAL		\$2,564,671	\$807,906.33	\$201,976.58	\$711,398.33	\$177,849.58	\$711,398.33	\$177,849.58	\$333,968.00	\$83,492.00	\$3,205,839

The figures above reflect the current estimated allocation. Actual obligations will be determined under the MOU based on accepted bids, actual quantities, approved changes, funding eligibility, and final Project costs.

ORDINANCE NO. 2026 - 35

AN ORDINANCE AMENDING ORDINANCE 2026- 6 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM The General Fund (101); Fire Emergency Rescue Fund (208); Law Enforcement Trust Fund (230); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

SECTION 1. Be it ordained by the Council of the City of Willowick, State of Ohio, that to provide for the current expenses and other expenditures of said City of Willowick during the calendar year ending December 31, 2026, that the following sums be and they are hereby set aside and appropriated as follows:

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

General Fund**Safety Communications Department**

Wages - Clerk Dispatchers	101-100-5198	(5,000.00)
Wages - Overtime	101-100-5199	5,000.00
Safety Communications Department		-

Fire Department

Wages - P/T Firefighters & Officers	101-102-5138	(5,500.00)
Wages - Overtime	101-102-5199	5,500.00
Fire Department		-

TOTAL General Fund:

-

SECTION 3. That there be appropriated from the Fire Emergency Rescue Fund:

Fire Department

Wages - P/T Firefighters & Officers	208-102-5138	(4,500.00)
Wages - Overtime	208-102-5199	4,500.00
Fire Department		-

TOTAL Fire Emergency Rescue Fund:

-

SECTION 4. That there be appropriated from the Law Enforcement Trust Fund:

Police Department

Capital Improvements	230.101.5600	-3,400.00
Police Department		(3,400.00)

TOTAL Law Enforcement Trust Fund

(3,400.00)

SECTION 5. That the Finance Director is hereby authorized to make expenditures or payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefore, approved by the Board of Officers authorized by law to approve the same, or an Ordinance or Resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 6. 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 Section 3.12 of the Charter of the City of Willowick and Section 121.22 of the Ohio Revised Code.

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

SECTION 8. That this Ordinance is hereby declared and determined to be an emergency measure necessary for the preservation of the public peace, health and safety of said City for the reason that immediate provision must be made for the appropriation herein provided for and it shall, therefore, be in effect immediately upon its approval by the Mayor of the City.

ATTEST:

Approved by the Mayor on

_____, 2026

Clerk of Council

Mayor

ORDINANCE NO. 2026-36**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 grass cutting and debris removal upon properties commonly known as:

<i>32252 Densmore Road</i>	<i>\$200.00</i>
<i>488 East 328th Street</i>	<i>\$224.26</i>
<i>30624 Clarmont Road</i>	<i>\$200.00</i>
<i>29224 Oakdale Road</i>	<i>\$200.00</i>
<i>364 East 288th Street</i>	<i>\$200.00</i>
<i>680 Bayridge Bl</i>	<i>\$214.26</i>
<i>30532 Willow Lane</i>	<i>\$200.00</i>
<i>30604 Clarmont Road</i>	<i>\$204.26</i>
<i>299 East 286th Street</i>	<i>\$204.26</i>
<i>661 Dickerson Rd</i>	<i>\$200.00</i>
<i>31610 Royalview Rd</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: _____, 2026

President of Council

SUBMITTED to the Mayor for his approval

on _____, 2026

APPROVED by the Mayor on
_____, 2026

ATTEST:

Clerk of Council

Mayor

EXHIBIT “A”

Name	Address	Parcel Number	Amount
Leonard Richter	32252 Densmore Rd	28-A-043-G-00-013-0	\$200.00
John Minchak	488 East 328 th Street	28-A-045-H-00-015-0	\$224.26
John Dowd	30624 Clarmont Rd	28-A-043-K-00-048-0	\$200.00
Dustin Wellbaum	29224 Oakdale Rd	28-A-041-A-00-045-0	\$200.00
Marquez Ware	364 East 288 th Street	28-A-042-L-00-013-0	\$200.00
Kenneth Pickens	680 Bayridge Bl	28-A-043-M-00-020-0	\$214.26
Todd Sweeney	30532 Willow Lane	28-A-039-F-00-023-0	\$200.00
SFR3-040, LLC	30604 Clarmont Rd	28-A-043-Q-00-002-0	\$204.26
Leonard Daw	299 East 286 th Street	28-A-042-B-00-050-0	\$204.26
Nada Kustis	661 Dickerson Road	28-A-039-L-00-081-0	\$200.00
Tris Murphy/ Jason Tack	31610 Royalview Dr	28-A-039-L-01-018-0	\$200.00

ORDINANCE NO. 2026-37

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 OF \$11.9414 PER 100 CUBIC FEET OF WATER, TO ESTABLISH A MINIMUM QUARTERLY BILLING OF \$95.5336 PER 800 CUBIC FEET OF WATER, OR PART THEREOF, AND TO PROVIDE A MAXIMUM DISCOUNT OF \$38.21 PER QUARTERLY BILLING CYCLE FOR PERSONS ENROLLED IN THE LAKE COUNTY DEPARTMENT OF UTILITIES WATER DISCOUNT PROGRAM.

WHEREAS, Section 921.08 of the Codified Ordinances of the City of Willowick establishes sanitary sewer rental rates applicable to properties served by a connection with the sanitary sewage system of the City; and

WHEREAS, the Administration and Council of the City of Willowick have determined that it is necessary to revise the sanitary sewer use charge rate and the minimum quarterly billing applicable to sanitary sewer service within the City; and

WHEREAS, Council further desires to revise the maximum quarterly sewer discount available to persons qualifying for and enrolled in the Lake County Department of Utilities Water Discount Program;

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

Section 1: That Section 921.08(b)(1) of the Codified Ordinances of the City of Willowick, Ohio, titled “SANITARY SEWER RENTAL RATES,” is hereby amended to read and provide as follows:

921.08 SANITARY SEWER RENTAL RATES

(b)(1) Commencing January 1, 2027, every person, firm or corporation whose lots, lands or premises are served by a connection with the sanitary sewage system of the City shall pay for discharging sewage, industrial wastes, waste or other liquids either directly or indirectly into the sanitary sewage 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, shall be charged at the use charge rate of **Eleven Dollars and .9414 Cents (\$11.9414)**, and the minimum quarterly billing for such use charge rate shall be **Ninety-Five Dollars and .5336 Cents (\$95.5336)** 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 **Thirty-Eight Dollars and Twenty-One Cents (\$38.21)** 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.

Section 2: The existing Section 921.08(b)(1) of the Codified Ordinances of the City of Willowick is hereby repealed to the extent inconsistent with the provisions of this Ordinance and is superseded by the provisions set forth herein.

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

Section 4: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

SUBMITTED to the Mayor for his
approval on _____, 2026

Monica Koudela, President of
Council

APPROVED by the Mayor on
_____, 2026

ATTEST:

Alyssa Moran, Clerk of Council

Michael J. Vanni, Mayor