



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, December 20, 2022 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 of the Regular City Council Meeting of December 6, 2022.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

ADMINISTRATIVE APPEALS

2. Administrative Appeal Order No. 2022-36 (Recommended by BZA)

An Order granting a variance and exception of 1' side yard for a garage already constructed in the application of Section 1163.07 of the Codified Ordinances in Board of Zoning Appeals.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Recreation Director – Julie Kless

City Engineer – Tim McLaughlin

Finance Director – Cheryl Benedict

Law Director – Stephanie Landgraf

Police Chief – Brian Turner

Fire Chief – Bill Malovrh

Chief Housing/Zoning Inspector – Sean Brennan

Economic Development Manager – Monica Drake

WARD MATTERS**PUBLIC PARTICIPATION**

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

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Koudela

Safety – Phares, Malta, Bisbee

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

Streets, Sidewalks & Sewers – Malta, Antosh

Tax Compliance – Koudela, Antosh, Patton

Moral Claims – Antosh, Phares, Patton

Budget – Koudela, Patton

LIAISON REPORTS

Planning – Phares/Alternate Koudela

Board of Zoning Appeals – Koudela

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Plan Review Board – Antosh

Hearts & Hammers – Malta

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

3. Ordinance No. 2022-48 (Finance Director)

An Ordinance amending Ordinance 2022- 8 to provide for additional appropriations from the General Fund (101); Street Construction, Maintenance and Repair Fund (202); Sewer Revenue Fund (205); Emergency Rescue Fund (208); Sanitary & Storm Lateral Levy Fund (211); Street Improvement Levy Fund (213); Permissive License Fee Fund (215); NOPEC Grant Fund (227); Law Enforcement Continuing Training Fund (232); Municipal Tax Increment Equivalent Fund (302); Stormwater Management Capital Improvement Fund (420); Sanitary Sewer Capital Improvement Fund (422); E. 328th Sewer Improvement Phase 2 Fund (430); and the Police Pension Fund (801); for current expenses other expenditures of the City of Willowick, State of Ohio, during the calendar year ending December 31, 2022, and declaring an emergency.

4. Ordinance No. 2022-49 (Finance Director)

An Ordinance to make appropriations for current expenses and other expenditures of the City of Willowick, State of Ohio, during the first quarter ending March 31, 2023 and declaring an emergency.

5. Resolution No. 2022-29

A Resolution requesting the county auditor to make advance payments of taxes pursuant to Ohio Revised Code Section 321.34, and declaring an emergency.

Tabled 12-6-22

6. Resolution No. 2022-30

A Resolution authorizing the Mayor of the City of Willowick to enter into a contract with Maximum Elevator & Safety Test Company for an elevator maintenance and service contract for a term of one (1) year, and declaring an emergency.

Tabled 12-6-22

7. Resolution No. 2022-31

A Resolution authorizing the Mayor of the City of Willowick to enter into a Memorandum of Understanding with THE AFSCME Ohio Council 8, AFL-CIO and Local 688, and declaring an emergency.

Tabled 12-6-22

8. Resolution No. 2022-32

A Resolution to approve authorizations (Then and Now Certificate) to J and L Door Service in the amount of \$3,621.00, for the City of Willowick, and declaring an emergency.

9. Resolution No. 2022-33

A Resolution to approve authorizations (Then and Now Certificate) to ESO Solutions in the amount of \$4,350.75, for the City of Willowick, and declaring an emergency.

10. Resolution No. 2022-34

A Resolution authorizing the mayor of the City of Willowick to enter into a Memorandum of Understanding with the Board of Lake County Department of Planning and Community Development, and declaring an emergency.

11. Resolution No. 2022-35

A Resolution authorizing the mayor of the City of Willowick to enter into a Voluntary Compliance Agreement with the Federal Highway Administration, and declaring an emergency.

12. Resolution No. 2022-36

A Resolution authorizing the advance of funds from the General Fund (101) to the Sewer Fund (205), and declaring an emergency.

MISCELLANEOUS

13. Motion authorizing the Mayor to enter into a Maintenance and Support Service Contract with Active Networking Inc. for IT services for the City for a block of 175 hours in the amount of \$20,125.00.

14. Motion authorizing CT Consultants to perform preliminary engineering, prepare plans and bid documents, obtain bids, and perform all construction administration and inspection services for the 2023 Pavement Improvement Project and for a fee not to exceed \$75,000 in accordance with the Agreement for engineering services.
15. Motion authorizing the Mayor to enter into a contract with Mr. Level Concrete Leveling for a fee not to exceed \$15,000.00 for a joint repairs for the Fairway trunk storm sewer between Forestgrove Rd and E. 293rd Street.
16. Motion authorizing the expenditure to Wichert Insurance in the amount of \$127,838 for the 2023 Property and Liability Insurance Program.
17. Motion authorizing the expenditure to Wichert Insurance in the amount of \$10,250 for additional insurance coverage in 2023 for Cyber Liability and Data Breach.
18. Motion authorizing the Mayor to enter into a contract for a Service Preventative Maintenance Program with Comfort Control Systems in the annual amount of \$3,898.00.

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, December 06, 2022 at 7:30 PM
 City Council Chambers

ADA NOTICE

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

MINUTES

CALL MEETING TO ORDER

(Total meetings to date - 19)

In the absence of Council President Patton, the twentieth meeting of Council was called to order by Council Clerk Trend at 7:30 p.m.

PLEDGE ALLEGIANCE

INVOCATION

The floor was opened for nominations for President Pro Tem.

Motion by Ms. Antosh, seconded by Mr. Malta to nominate Mr. Phares as President Pro Tem. There were no other nominations, and nominations were closed.

Vote: Ayes: Malta, Phares, Antosh and Bisbee. Motion carried.

ROLL CALL OF COUNCIL

PRESENT

Ward 2 Councilwoman Natalie Antosh

Ward 2 Councilwoman Theresa Bisbee

Ward 3 Councilman Charles Malta

Ward 3 Councilman David Phares

ABSENT

Council President Robert Patton

Ward 1 Councilwoman Monica Koudela

ALSO PRESENT

Mayor Vanni, Finance Director Benedict, Law Director Landgraf, Fire Chief Malovrh, Police Chief Turner, Service Director Shannon, Recreation Director Kless, City Engineer McLaughlin and Council Clerk Trend.

ABSENT

Chief Housing & Zoning Inspector Brennan and Economic Manager Drake.

APPROVAL OF MINUTES

1. Motion made by Ms. Antosh, seconded by Ms. Bisbee to approve the minutes of the Regular City Council Meeting of November 15, 2022.

Discussion: None.

Vote: All ayes. Motion carried.

2. Motion made by Mr. Malta, seconded by Ms. Antosh to approve the minutes of the Special City Council Meeting of November 28, 2022.

Discussion: None.

Vote: All ayes. Motion carried.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

None.

ADMINISTRATIVE APPEALS

None.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Another "Right Turn Only" sign will be put up on the mast at the intersection of E. 305 St. and S.R. 2 westbound entrance ramp. Lake County Planning and Community Development will be assisting the city with implementing the Sidewalk Program.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT**GENERAL COMMUNICATIONS & REPORTS – Directors & Officials**

None.

Service Director – Todd Shannon

Report submitted electronically. Leaf pick up has been completed for 2022. Lake County Department of Utilities is almost complete with the Vine St. Project for the 2022 season.

Recreation Director – Julie Kless

No written report. The Winter Wonderland Event will be on Sunday, December 11.

City Engineer – Tim McLaughlin

No written report. The work on E. 328 St. has been completed for the season.

Finance Director – Cheryl Benedict

No written report. The preliminary budget has been submitted to the directors and chiefs for their review.

Law Director – Stephanie Landgraf

No written report. With only four members of Council present tonight, legislation with emergency clauses cannot be voted on as the Charter requires five members to be present. There will be no Executive Session for the same reason.

Police Chief – Brian Turner

Written report submitted electronically.

Fire Chief – Bill Malovrh

No written report. Shift coverage is at 95.7% for November.

Chief Housing/Zoning Inspector – Sean Brennan

No written report - absent. Mr. Malta thanked Mr. Brennan for quickly resolving an issue where a dog was abandoned in a vacant house.

Economic Development Manager – Monica Drake

No written report - absent.

WARD MATTERS

Mr. Phares stated the owner of the Willowick Cafe would like to refurbish the business and is looking for economic assistance from the city. Mayor Vanni stated the insurance company for the business will need to be contacted first due to the recent fire.

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)

Krista Bair, 28904 Blissfield Dr., on behalf of the Willoughby Eastlake Board of Education Ms. Bair thanked the residents and City Council for their support in the passage of school levy. Ms. Bair stated the school board is working on transparency and communication within the communities and invited Mayor Vanni to attend some of their meetings.

W-E Schools Interim Superintendent, Charles Murphy, was also present and provided information on a "Seniors Night Out" event taking place on December 7th from 4:00 p.m. until 6:00 p.m. at North High School.

Jean Bowen, 472 E. 319 St., thanked the police department for handling a situation with an injured deer by her home and also the service department for a good job with the leaf pick up.

Frank McCarty, 468 E. 328 St., he was recently informed by a representative of the National Museum of the Great Lakes that the G.P. Griffith display will remain up through December and possibly January.

Council President Pro Tem Phares thanked the speakers for their comments.

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Koudela

No report.

Safety – Phares, Malta, Bisbee

No report.

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

No report.

Streets, Sidewalks & Sewers – Malta, Antosh

No report.

Tax Compliance – Koudela, Antosh, Patton

No report.

Moral Claims – Antosh, Phares, Patton

No report.

Budget – Koudela, Patton

No report.

LIAISON REPORTS

Planning – Phares/Alternate Koudela

The Planning Commission has been looking at building design codes for the city.

Board of Zoning Appeals – Koudela

No report.

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

No report.

Recreation Board – Bisbee/Alternate Phares

Ms. Bisbee stated a lot of preparation has gone into this years Winter Wonderland Event and she hopes to see everyone attend.

Plan Review Board – Antosh

No report.

Hearts & Hammers – Malta

The Hearts & Hammers Fundraiser will be on January 28, 2023 at Regovich Catering in Eastlake. Contact Charlie Malta at 440-488-1757 for tickets.

FUND TRANSFERS & BID AUTHORIZATIONS

None.

CONTRACT APPROVALS

None.

INTRODUCTION & CONSIDERATION OF LEGISLATION

3. Resolution No. 2022-29

A Resolution requesting the county auditor to make advance payments of taxes pursuant to Ohio Revised Code Section 321.34, and declaring an emergency.

Motion made by Ms. Bisbee, seconded by Ms. Antosh to table Resolution No. 2022-29.

Discussion: None.

Vote: All ayes. Motion carried.

Tabled 12-6-22

4. Resolution No. 2022-30

A Resolution authorizing the Mayor of the City of Willowick to enter into a contract with Maximum Elevator & Safety Test Company for an elevator maintenance and service contract for a term of one (1) year, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Malta to table Resolution No. 2022-30.

Discussion: None.

Vote: All ayes. Motion carried.

Tabled 12-6-22

5. Resolution No. 2022-31

A Resolution authorizing the Mayor of the City of Willowick to enter into a Memorandum of Understanding with THE AFSCME Ohio Council 8, AFL-CIO and Local 688, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Ms. Bisbee to table Resolution No. 2022-31.

Discussion: None.

Vote: All ayes. Motion carried.

Tabled 12-6-22

MISCELLANEOUS

6. Motion made by Ms. Antosh, seconded by Ms. Bisbee authorizing Change Order #1-Final to Chagrin Valley Paving, Inc. in the deduct amount of \$28,859.60 for the 2022 Pavement Repair Program.

Discussion: None.

Vote: All ayes. Motion carried.

7. Motion made by Mr. Malta, seconded by Ms. Antosh authorizing the release of retainage in the amount of \$30,828.41 to Chagrin Valley Paving, Inc. for the 2022 Pavement Repair Program.

Discussion: None.

Vote: All ayes. Motion carried.

8. Motion made by Ms. Antosh, seconded by Ms. Bisbee authorizing Change Order #1-Final to United Survey, Inc. in the deduct amount of \$1,336.76 for the 2022 Lateral Program.

Discussion: None.

Vote: All ayes. Motion carried.

9. Motion made by Ms. Antosh, seconded by Ms. Bisbee authorizing the release of retainage in the amount of \$7,936.00 to United Survey, Inc. for the 2022 Lateral Program.

Discussion: None.

Vote: All ayes. Motion carried.

10. Motion made by Mr. Malta, seconded by Ms. Antosh authorizing the mayor to sign the TDNK Tennis Resurfacing Lax invoice for outdoor pickleball courts, not to exceed \$14,000.00.

Discussion: None.

Vote: All ayes. Motion carried.

11. Motion made by Ms. Antosh, seconded by Ms. Bisbee to approve a change of time to the December 20, 2022 Regular City Council meeting from 7:30 p.m. to 6:30 p.m.

Discussion: None.

Vote: All ayes. Motion carried.

PUBLIC PARTICIPATION

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

None.

ADJOURN TO EXECUTIVE SESSION

12. No Executive Session held.

RETURN TO THE TABLE FROM EXECUTIVE SESSION

ADJOURNMENT

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

Discussion: None.

Vote: All ayes. Motion carried.

Meeting adjourned at 8:04 p.m.

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

ADMINISTRATIVE APPEAL ORDER NO. 2022-36

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 1' SIDE YARD FOR A GARAGE ALREADY CONSTRUCTED IN THE APPLICATION OF SECTION 1163.07 OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-555
JEREMY MILIAM
28925 BEECHWOOD

WHEREAS, at its meeting of December 14, 2022, the Board of Zoning Appeals, in Case No. 21-555, heard the appeal of Paul Weisheit for the requested variance and has recommended to Council that the variance to Section 1163.07 of the Codified Ordinances of the City of Willowick be **granted**; and

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

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

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

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

PASSED: _____ 2022 _____
President of Council

ATTEST: _____
Clerk of Council

ORDINANCE NO. 2022-48

AN ORDINANCE AMENDING ORDINANCE 2022- 8 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND (101); STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND (202); SEWER REVENUE FUND (205); EMERGENCY RESCUE FUND (208); SANITARY & STORM LATERAL LEVY FUND (211); STREET IMPROVEMENT LEVY FUND (213); PERMISSIVE LICENSE FEE FUND (215); NOPEC GRANT FUND (227); LAW ENFORCEMENT CONTINUING TRAINING FUND (232); MUNICIPAL TAX INCREMENT EQUIVALENT FUND (302); STORMWATER MANAGEMENT CAPITAL IMPROVEMENT FUND (420); SANITARY SEWER CAPITAL IMPROVEMENT FUND (422); E. 328TH SEWER IMPROVEMENT PHASE 2 FUND (430); AND THE POLICE PENSION FUND (801); FOR CURRENT EXPENSES OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2022, 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, 2022, 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**Security of Persons & Property****Police Law Enforcement****Other**

Gas & Oil	101.101.5420	2,400.00
Office Supplies	101.101.5521	800.00
Total Other Expense		3,200.00
Total Police Department		3,200.00

Fire Prevention & Inspection**Other**

Hospitalization	101.102.5210	(9,000.00)
Clothing - Original Issue	101.102.5271	(8,500.00)
Replacement Safety Clothing	101.102.5272	(3,500.00)
Telephone	101.102.5324	300.00
Maintenance & Repair	101.102.5564	(7,500.00)
Total Other Expense		(28,200.00)
Total Fire Department		(28,200.00)

Leisure Time Activities**Parks & Playgrounds****Personal Services**

Wages - Parks - Regular	101.301.5140	2,800.00
Total Wages & Salaries		2,800.00

Other

Hospitalization	101.301.5210	(1,500.00)
Electricity & Heating	101.301.5320	3,500.00
Capital Improvements	101.301.5600	(10,000.00)
Total Other Expense		(8,000.00)
Total Parks Department		(5,200.00)

Swimming Pools**Other**

Swimming Pool Chemicals	101.302.5452	(4,000.00)
Total Other Expense		(4,000.00)
Total Swimming Pools		(4,000.00)

Recreation Programs (including Camp)**Personal Services**

Wages - Director/Chief	101.303.5120	
Wages - Leisure - Regular	101.303.5150	(10,000.00)
Wages - Playground Supervisor	101.303.5151	(8,000.00)
Total Wages & Salaries		(18,000.00)

Other

Office Supplies	101.303.5521	200.00
Total Other Expense		200.00
Total Recreation		(17,800.00)

Housing & Building Inspection

Wages - Housing Inspectors	101.401.5125	(5,000.00)
Total Wages & Salaries		(5,000.00)
Total Building Department		(5,000.00)

Technology Dept.**Other**

Professional Services	101.700.5319	(3,000.00)
Network Equipment & Supplies	101.700.5431	500.00
Total Other Expense		(2,500.00)
Total Technology Dept.		(2,500.00)

Mayor's Office**Other**

Schools & Training	101.701.5513	(4,500.00)
Total Other Expenses		(4,500.00)
Total Mayor's Office		(4,500.00)

Administrative Support Service Dept.**Other**

Uniforms	101.704.5270	700.00
Telephone	101.704.5324	125.00
Contract Services	101.704.5354	(8,000.00)
Total Other Expense		(7,175.00)
Total Service Department		(7,175.00)

Civil Service Commission**Other**

Civil Service Operations	101.707.5317	(4,000.00)
Total Other Expense		(4,000.00)

Total Civil Service Commission Operations **(4,000.00)**
0

Lands & Buildings**Personal Services**

Wages - Regular	101.708.5140	500.00
Wages - Overtime	101.708.5199	(2,000.00)
Total Wages & Salaries		(1,500.00)

Other

Water	101.708.5322	(1,500.00)
Landscaping Services	101.708.5352	(5,000.00)
Capital Improvements	101.708.5600	(14,000.00)
Total Other Expense		(20,500.00)
Total Lands & Buildings		(22,000.00)

County Auditor Deductions**Other**

Workers Compensation	101.710.5391	1,500.00
Total Other Expense		1,500.00
Total County Auditor Deductions		1,500.00

Administrative Support**Other**

Professional Services	101.711.5319	(7,000.00)
Unemployment Compensation	101.711.5331	(6,000.00)
Charge for Income Tax Collections	101.711.5340	8,300.00
Total Other Expense		(4,700.00)
Total Administrative Support		(4,700.00)

TOTAL GENERAL FUND: **(100,375.00)**

SECTION 3. That there be appropriated from the Street Construction, Maintenance & Repair Fund:

SCM&R FUND**Other**

Street Signs	202.601.5364	(9,000.00)
Street Lining	202.601.5368	(150,000.00)
Maintenance & Repair	202.601.5564	(12,000.00)
Total Other Expense		(171,000.00)
TOTAL SCM&R FUND		(171,000.00)

SECTION 4. That there be appropriated from the Sewer Disposal Water Pollution Control Fund (Sewer Revenue):

SEWER REVENUE FUND**Personal Services**

Wages - Regular	205.503.5140	3,200.00
Wages - Overtime	205.503.5199	(2,500.00)
Total Wages & Salaries		700.00

Other

Medicare	205.503.5260	(1,000.00)
Wickliffe Sewer Charges	205.503.5323	(6,000.00)
Insurance	205.503.5330	(2,000.00)
Euclid Disposal Plant	205.503.5361	(35,000.00)
Sewer Maintenance	205.503.5367	(5,000.00)
Lake County Billing Fees	205.503.5382	(20,000.00)
County Treasurer Fees	205.503.5390	(1,500.00)
Small Equipment & Supplies	205.503.5430	(1,000.00)
Legal Fees	205.711.5318	900.00
Total Other Expense		(61,600.00)
TOTAL SEWER REVENUE FUND		(60,900.00)

SECTION 5. That there be appropriated from the Fire Emergency Rescue Fund:

FIRE EMERGENCY RESCUE FUND**Other**

Medicare	208.102.5260	200.00
Clothing - Original Issue	208.102.5271	(6,500.00)
Telephone	208.102.5324	300.00
Gas & Oil	208.102.5420	500.00
Schools & Training	208.102.5513	15.00
Office Supplies	208.102.5521	90.00
Total Other Expense		(5,395.00)
TOTAL FIRE EMERGENCY RESCUE FUND		(5,395.00)

SECTION 6. That there be appropriated from the Sanitary & Sewer Lateral Levy Fund:

SANITARY & STORM SEWER LATERAL LEVY FUND**Other**

Sewer Lateral Repairs	211.503.5569	(50,000.00)
Total Other Expense		(50,000.00)
TOTAL SANITARY & STORM SEWER LATERAL LEVY FUND		(50,000.00)

SECTION 7. That there be appropriated from the Street Improvement Levy Fund:

STREET IMPROVEMENT LEVY FUND**Other**

Engineering Fees	213.601.5360	75,000.00
Total Other Expense		75,000.00
TOTAL STREET IMPROVEMENT LEVY FUND		75,000.00

SECTION 8. That there be appropriated from the Permissive License Fee Fund:

PERMISSIVE LICENSE FEE FUND**Other**

Traffic Signals	215.601.5326	(10,000.00)
Gas & Oil	215.601.5420	1,100.00
Total Other Expense		(8,900.00)

TOTAL PERMISSIVE LICENSE FEE FUND (8,900.00)

SECTION 9. That there be appropriated from the NOPEC Grant Fund:

NOPEC GRANT FUND

Other

Capital Improvements	227,711.5600	(1,000.00)
Total Other Expense		(1,000.00)
TOTAL NOPEC GRANT FUND		(1,000.00)

SECTION 10. That there be appropriated from the Law Enforcement Cont. Training Fund:

LAW ENFORCEMENT CONT. TRAINING FUND

Personal Services

Wages	232,101.5135	10,367.52
Total Wages & Salaries		10,367.52

Other

Schools & Training	232,101.5513	(10,367.52)
Total Other Expense		(10,367.52)
TOTAL LAW ENFORCEMENT CONT. TRAINING FUND		-

SECTION 11. That there be appropriated from the Municipal Tax Increment Equiv. Fund:

MUNICIPAL TAX INCREMENT EQUIV. FUND

Other

PILOT Reimbursement to W/E Schools	302,711.5720	(10,000.00)
Total Other Expense		(10,000.00)
TOTAL MUNICIPAL TAX INCREMENT EQUIV. FUND		(10,000.00)

SECTION 12. That there be appropriated from the Stormwater Management Capital Improvement Fund:

STORMWATER MANAGEMENT CAPITAL IMPROVEMENT FUND

Other

Engineering Fees-Fairway Blvd.	420,931.5360	(20,000.00)
Capital improvements-Fairway Blvd.	420,931.5600	(110,000.00)
Total Other Expense		(130,000.00)
TOTAL STORMWATER MANAGEMENT CAPITAL IMP. FUND		(130,000.00)

SECTION 13. That there be appropriated from the Sanitary Sewer Capital Improvement Fund:

SANITARY SEWER CAPITAL IMPROVEMENT FUND

Other

Legal Fees	422,711.5318	106.10
Total Other Expense		106.10
TOTAL SANITARY SEWER CAPITAL IMPROVEMENT FUND		106.10

SECTION 14. That there be appropriated from the E. 328th Sewer Improvement Phase 2 Fund:

E. 328TH SEWER IMPROVEMENT PHASE 2 FUND

Other

Return of Advance to Fund 205	430.915.5978	(70,500.00)
Total Other Expense		(70,500.00)
TOTAL E. 328TH SEWER IMPROVEMENT PHASE 2 FUND		(70,500.00)

SECTION 15. That there be appropriated from the Police Pension Fund:

POLICE PENSION FUND

Other

Police Pension City Liability	801.101.5230	(25,000.00)
Total Other Expense		(25,000.00)
TOTAL POLICE PENSION FUND		(25,000.00)

SECTION 16. That there be appropriated from the Security Deposits Fund:

SECURITY DEPOSITS FUND

Other

Engineering Fees	802.711.5360	(5,000.00)
Deposit Refunds	802.711.5970	500.00
Total Other Expense		(4,500.00)
TOTAL SECURITY DEPOSIT FUND		(4,500.00)

TOTAL ALL FUNDS **(562,463.90)**

SECTION 17. 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 18. 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 19. 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 20. 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.

PASSED: _____, 2022

Submitted to the Mayor for his approval
on _____, 2022

Council President

ATTEST:

Approved by the Mayor on
_____, **2022**

Clerk of Council

Mayor

ORDINANCE NO. 2022 - 49

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE FIRST QUARTER ENDING MARCH 31, 2023 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 first quarter ending March 31, 2023, 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**Security of Persons & Property****Safety Communications Dept.****Personal Services**

Wages - Clerk Dispatchers	101.100.5136	142,000.00
Wages - Overtime	101.100.5199	1,800.00
Total Salaries & Wages		143,800.00

Other

Hospitalization	101.100.5210	42,000.00
P. E. R. S.	101.100.5220	20,500.00
Medicare	101.100.5260	2,100.00
Uniform Allowance	101.100.5270	-
Schools & Training	101.100.5513	750.00
Total Other Expense		65,350.00
Total Safety Communications Department		209,150.00

Police Law Enforcement**Personal Services**

Wages - Police Officers	101.101.5135	600,000.00
Wages - School Guards	101.101.5137	6,000.00
Retirement Benefit Payout	101.101.5195	-
Wages - Overtime	101.101.5199	55,000.00
Total Wages and Salaries		661,000.00

Other

Hospitalization	101.101.5210	140,000.00
P. E. R. S.	101.101.5220	1,250.00
Police State Pension (Transfer)	101.101.5230	90,000.00
Medicare	101.101.5260	9,500.00
Uniform Allowance	101.101.5270	250.00
Telephone	101.101.5324	4,500.00
Insurance	101.101.5330	30,000.00
Gas & Oil	101.101.5420	15,000.00
Small Equip & Supplies	101.101.5430	5,500.00
Schools & Training	101.101.5513	3,000.00
Office Supplies	101.101.5521	3,000.00
Prisoner Care	101.101.5532	2,400.00
DARE Expenses	101.101.5534	-

Public Relations & Education	101.101.5535	450.00
Emergency 9-1-1	101.101.5560	1,450.00
Radio	101.101.5561	5,500.00
Maintenance & Repair	101.101.5564	33,500.00
Miscellaneous Expenses	101.101.5568	700.00
Capital Improvement	101.101.5600	-
Total Other Expense		346,000.00
Total Police Department		1,007,000.00

Fire Prevention & Inspection**Personal Services**

Wages - Director/Chief	101.102.5120	17,000.00
Wages - Firefighters & Officers	101.102.5138	270,000.00
Wages - Secretary	101.102.5191	8,500.00
Retirement Benefit Payout	101.102.5195	-
Wages - Overtime	101.102.5199	200.00
Total Wages & Salaries		295,700.00

Other

Hospitalization	101.102.5210	14,000.00
P. E. R. S.	101.102.5220	5,300.00
Police & Fire Pension	101.102.5230	4,000.00
Medicare	101.102.5260	4,050.00
Social Security	101.102.5265	16,700.00
Clothing - Original Issue	101.102.5271	5,800.00
Replacement Safety Clothing	101.102.5272	7,300.00
Telephone	101.102.5324	1,400.00
Insurance	101.102.5330	16,000.00
EMS Collection Fees	101.102.5385	5,200.00
Gas & Oil	101.102.5420	3,450.00
Small Equip & Supplies	101.102.5430	5,500.00
Vehicle Lease Payments	101.102.5434	925.00
Schools & Training	101.102.5513	2,400.00
Office Supplies	101.102.5521	1,400.00
Honor Guard	101.102.5533	-
Public Relations & Education	101.102.5535	2,100.00
Radio	101.102.5561	1,100.00
Maintenance & Repair	101.102.5564	14,000.00
Capital Imp. Fire	101.102.5611	-
Transfer for Fund 208	101.102.5901	-
Total Other Expense		110,625.00
Total Fire Department		406,325.00

Public Health & Welfare**Other**

Health District Charges	101.201.5392	75,000.00
Total Other Expense		75,000.00
Total Public Health & Welfare		75,000.00

Leisure Time Activities**Parks & Playgrounds****Personal Services**

Wages - Parks - Regular	101.301.5140	50,000.00
Wages - Summer Employees	101.301.5143	-
Retirement Benefit Payout	101.301.5195	-
Wages - Overtime	101.301.5199	4,000.00
Total Wages & Salaries		54,000.00

Other

Hospitalization	101.301.5210	21,000.00
Cobra Hospitalization	101.301.5211	-
P. E. R. S.	101.301.5220	7,800.00
Medicare	101.301.5260	850.00
Electricity & Heating	101.301.5320	17,000.00
Water	101.301.5322	2,100.00
Gas & Oil	101.301.5420	2,000.00
Small Equip & Supplies	101.301.5430	500.00
Vehicle Lease Payments	101.301.5434	3,700.00
Cleaning Supplies	101.301.5460	2,850.00
Park Repairs	101.301.5563	8,700.00
Maintenance & Repair	101.301.5564	500.00
Capital Improvements	101.301.5600	-
Total Other Expense		67,000.00
Total Parks Department		121,000.00

Swimming Pools**Personal Services**

Wages - Leisure & Regular	101.302.5150	-
Total Wages & Salaries		-
P.E.R.S.	101.302.5220	-
Medicare	101.302.5260	-
Water	101.302.5322	-
Small Equip & Supplies	101.302.5430	1,200.00
Swimming Pool Supplies	101.302.5451	1,050.00
Swimming Pool Chemicals	101.302.5452	5,000.00
Training	101.302.5513	300.00
Swimming Pool Repairs	101.302.5566	1,500.00
Total Other Expense		9,050.00
Total Swimming Pools		9,050.00

Recreation Programs (including Camp)**Personal Services**

Wages - Director/Chief	101.303.5120	27,000.00
Wages - Leisure - Regular	101.303.5150	21,000.00
Wages - Playground Supervisor	101.303.5151	19,500.00
Wages - Ball Diamond	101.303.5153	3,300.00
Wages - Secretary	101.303.5191	15,500.00
Wages - Overtime	101.303.5199	250.00
Total Wages & Salaries		86,550.00

Other

Hospitalization	101.303.5210	7,300.00
P. E. R. S.	101.303.5220	12,000.00
Medicare	101.303.5260	1,250.00
Insurance	101.303.5330	27,000.00
Contract Umpires	101.303.5350	-
Contract Officials	101.303.5351	5,000.00
Contract Instructors	101.303.5354	300.00
Small Equipment & Supplies	101.303.5430	2,900.00
League Supplies	101.303.5433	600.00
Fee Fund Supplies	101.303.5454	1,050.00
Recreation Program Supplies	101.303.5456	8,400.00
Concessions	101.303.5457	300.00
Youth Basketball Expenses	101.303.5458	5,000.00
Youth Baseball Expenses	101.303.5459	-
Paver Bricks Engraving	101.303.5470	60.00
Training	101.303.5513	450.00
Office Supplies	101.303.5521	2,700.00
Maintenance & Repair	101.303.5564	5,300.00
Capital Improvement	101.303.5600	-
Grant Match	101.303.5602	-
Capital Improvement - Grant	101.303.5613	-
Total Other Expense		79,610.00
Total Recreation		166,160.00

Housing & Building Inspection

Wages - Director/Chief	101.401.5120	26,000.00
Wages - Housing Inspectors	101.401.5125	26,500.00
Wages - Secretary	101.401.5191	14,000.00
Retirement Benefit Payout	101.401.5195	-
Wages - Overtime	101.401.5199	150.00
Total Wages & Salaries		66,650.00

Other

Hospitalization	101.401.5210	18,200.00
P. E. R. S.	101.401.5220	9,300.00
Medicare	101.401.5260	1,000.00
Professional Services	101.401.5319	-
Telephone	101.401.5324	300.00
Contract Services	101.401.5354	3,000.00
Gas & Oil	101.401.5420	120.00
Small Equip & Supplies	101.401.5430	300.00
Vehicle Lease Payments	101.401.5434	1,650.00
Schools & Training	101.401.5513	300.00
Office Supplies	101.401.5521	1,800.00
Maintenance & Repair	101.401.5564	2,850.00
Misc Expenses	101.401.5568	-
Capital Improvements	101.401.5600	-
Total Other Expense		38,820.00
Total Building Department		105,470.00

Vacant Property Inspection**Personal Services**

Wages - Vacant Property Inspector	101.403.5124	-
Total Wages & Salaries		-

Other

P. E. R. S.	101.403.5220	-
Medicare	101.403.5260	-
Telephone	101.403.5324	-
Gas & Oil	101.403.5420	-
Office Supplies	101.403.5521	-
Equipment Maintenance	101.403.5564	-
Total Other Expense		-
Total Vacant Property Inspection Department		-

Garbage & Refuse Collection**Other**

Yardwaste Disposal	101.501.5362	1,350.00
Curbside Recycling	101.501.5363	600.00
Total Other Expense		1,950.00
Total Refuse Collection		1,950.00

Transportation**Personal Services**

Wages - Regular	101.601.5140	40,000.00
Wages - Service Summer Employees	101.601.5143	-
Retire Benefit Payout	101.601.5195	-
Wages - Overtime	101.601.5199	5,000.00
Total Wages & Salaries		45,000.00

Other

Hospitalization	101.601.5210	11,500.00
P. E. R. S.	101.601.5220	6,000.00
Medicare	101.601.5260	650.00
Telephone	101.601.5324	-
Engineering Fees	101.601.5360	-
Sand - Gravel - Concrete	101.601.5410	-
Small Equipment & Supplies	101.601.5430	600.00
Tools	101.601.5440	900.00
Maintenance & Repair	101.601.5564	300.00
Capital Improvement	101.601.5600	1,500.00
Heavy Equipment Replacement	101.601.5601	-
Transfer to State Highway Imp.	101.601.5902	-
Total Other Expense		21,450.00
Total Transportation		66,450.00

Technology Dept.**Personal Services**

Wages - IT Director	101.700.5170	-
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Wages - Part Time	101.700.5198	725.00
Total Wages & Salaries		725.00
<u>Other</u>		
P. E. R. S.	101.700.5220	100.00
Medicare	101.700.5260	15.00
Professional Services	101.700.5319	-
Internet	101.700.5325	2,700.00
Network Equipment & Supplies	101.700.5431	6,500.00
Total Other Expense		9,315.00
Total Technology Dept.		10,040.00
 <u>Mayor's Office</u>		
<u>Personal Services</u>		
Wages - Mayor	101.701.5105	7,200.00
Wages - Safety Director	101.701.5106	6,300.00
Wages - Secretary	101.701.5191	15,300.00
Wages - Overtime	101.701.5199	450.00
Total Wages & Salaries		29,250.00
<u>Other</u>		
Hospitalization	101.701.5210	8,600.00
P. E. R. S.	101.701.5220	4,125.00
Medicare	101.701.5260	425.00
Contract Services	101.701.5354	-
Small Equip & Supplies	101.701.5430	150.00
Schools & Training	101.701.5513	2,400.00
Total Other Expenses		15,700.00
Total Mayor's Office		44,950.00
 <u>Finance Administration</u>		
<u>Personal Services</u>		
Wages - Director/Chief	101.702.5120	32,500.00
Wages - Finance Staff	101.702.5160	32,000.00
Retirement Benefit Payout	101.702.5195	-
Total Wages & Salaries		64,500.00
<u>Other</u>		
Hospitalization	101.702.5210	21,000.00
P. E. R. S.	101.702.5220	9,000.00
Medicare	101.702.5260	950.00
Contract Employees	101.702.5354	-
Bank Service Charges	101.702.5383	-
Small Equip & Supplies	101.702.5430	16,000.00
Schools & Training	101.702.5513	600.00
Capital Improvements	101.702.5600	50,000.00
Total Other Expense		97,550.00
Total Finance Department		162,050.00

Legal Administration**Personal Services**

Legal Retainer	101.703.5114	24,000.00
Total Wages & Salaries		24,000.00

Other

P. E. R. S.	101.703.5220	3,350.00
Medicare	101.703.5260	350.00
Legal Advertising	101.703.5310	1,200.00
Consulting Services	101.703.5318	12,500.00
Law Books & Periodicals	101.703.5512	150.00
Schools & Training	101.703.5513	150.00
Miscellaneous Expenses	101.703.5568	150.00
Total Other Expense		17,850.00
Total Legal Department		41,850.00

Administrative Support Service Dept.**Personal Services**

Wages - Director/Chief	101.704.5120	26,500.00
Wages - Secretary	101.704.5191	15,000.00
Wages - Overtime	101.704.5199	150.00
Total Wages & Salaries		41,650.00

Other

Hospitalization	101.704.5210	18,000.00
P. E. R. S.	101.704.5220	5,800.00
Medicare	101.704.5260	600.00
Uniforms	101.704.5270	5,100.00
Telephone	101.704.5324	650.00
Contract Services	101.704.5354	4,500.00
Gas & Oil	101.704.5420	4,500.00
Small Equip & Supplies	101.704.5430	1,800.00
Vehicle Lease Payments	101.704.5434	3,700.00
Schools & Training	101.704.5513	600.00
Office Supplies	101.704.5521	1,500.00
Radio	101.704.5561	-
Maintenance & Repair	101.704.5564	1,650.00
Stormwater Management	101.704.5604	4,500.00
Total Other Expense		52,900.00
Total Service Department		94,550.00

Legislative**Personal Services**

Wages - Council Salaries	101.705.5110	17,400.00
Wages - Council Clerk	101.705.5113	-
Total Wages & Salaries		17,400.00

Other

P. E. R. S.	101.705.5220	2,440.00
Medicare	101.705.5260	260.00

Small Equip & Supplies	101.705.5430	300.00
Miscellaneous Expenses	101.705.5568	5,000.00
Total Other Expense		8,000.00
Total General Govt.		25,400.00
<u>Municipal Court Costs & Fees</u>		
<u>Other</u>		
Court Costs & Fees	101.706.5315	30,000.00
Jury & Witness Fees	101.706.5316	5.00
Total Other Expense		30,005.00
Total Municipal Court		30,005.00
<u>Civil Service Commission</u>		
<u>Other</u>		
Civil Service Comm Operations	101.707.5317	2,000.00
Training	101.707.5513	150.00
Total Other Expense		2,150.00
Total Civil Service Commission Operations		2,150.00
<u>Lands & Buildings</u>		
<u>Personal Services</u>		
Wages - Regular	101.708.5140	14,000.00
Wages - Overtime	101.708.5199	2,000.00
Total Wages & Salaries		16,000.00
<u>Other</u>		
Hospitalization	101.708.5210	5,200.00
P. E. R. S.	101.708.5220	2,200.00
Medicare	101.708.5260	225.00
Electricity & Heating	101.708.5320	24,000.00
Water	101.708.5322	1,500.00
Landscaping Services	101.708.5352	5,000.00
Contract Cleaning Service	101.708.5353	-
Street Signs	101.708.5364	600.00
Small Equip & Supplies	101.708.5430	750.00
Cleaning Supplies	101.708.5460	5,000.00
Maintenance & Repair	101.708.5564	28,950.00
Capital Improvements	101.708.5600	-
Total Other Expense		73,425.00
Total Lands & Buildings		89,425.00
<u>Engineering</u>		
<u>Other</u>		
Engineering Fees	101.709.5360	27,500.00
Total Other Expense		27,500.00
Total Engineering Fees		27,500.00

County Auditor Deductions**Other**

State Auditors Fees	101.710.5380	55,000.00
State Prop Tax Administrative Fees	101.710.5386	120.00
County Treasurer Fees	101.710.5390	23,000.00
Workers Compensation	101.710.5391	50,000.00
County Election Fees	101.710.5393	2,100.00
County Delinquent Land Advertising	101.710.5394	250.00
Total Other Expense		130,470.00
Total County Auditor Deductions		130,470.00

Administrative Support**Other**

Contingent Liability	101.711.5220	1,500.00
Professional Services	101.711.5319	9,000.00
Telephone	101.711.5324	10,500.00
Insurance	101.711.5330	32,000.00
Unemployment Compensation	101.711.5331	2,400.00
Charge for Income Tax Collections	101.711.5340	33,000.00
Ohio Municipal League	101.711.5371	-
Codification	101.711.5372	6,000.00
Land Acquisitions	101.711.5375	-
Small Equip & Supplies	101.711.5430	1,500.00
Network Equip & Supplies	101.711.5431	3,550.00
Schools & Training	101.711.5513	-
BWC Grant Expenses	101.711.5516	-
Office Supplies	101.711.5521	4,500.00
Miscellaneous Expenses	101.711.5568	10,000.00
Capital Improvements	101.711.5600	-
Transfer to Fund 301	101.711.5904	-
Transfer to Fund 401	101.711.5905	-
Transfer to Fund 220	101.711.5906	-
Transfer to Fund 218	101.711.5909	-
Transfer to Fund 211	101.711.5913	-
Transfer to Fund 213	101.711.5916	-
Transfer to Fund 222	101.711.5920	-
Transfer to Fund 240	101.711.5921	-
Transfer to Fund 230	101.711.5923	-
Transfer to Fund 420	101.711.5924	-
Transfer to Fund 225	101.711.5925	-
Refunds	101.711.5971	2,400.00
Unclaimed Funds	101.711.5972	600.00
Advance Fund 214	101.711.5975	-
Advance Fund 213	101.711.5976	-
Advance Fund 223	101.711.5989	-
Advance Fund 205	101.711.5990	-
Advance Fund 224	101.711.5992	-
Advance Fund 225	101.711.5993	-
Advance Fund 227	101.711.5995	-
Advance Fund 420	101.711.5998	-
Total Other Expense		116,950.00

Total Administrative Support **116,950.00**

Public Relations

Public Relations	101.713.5535	-
Total Public Relations		-

Economic Development

Professional Services	101.714.5319	-
Contract Services	101.714.5354	10,000.00
Total Economic Development		10,000.00

TOTAL GENERAL FUND: 2,952,895.00

SECTION 3. That there be appropriated from the Street Construction, Maintenance & Repair Fund:

SCM&R FUND

Personal Services

Wages - Summer Employment	202.601.5143	-
Wages - Service - Regular	202.601.5185	87,000.00
Retirement Benefit Payout	202.601.5195	-
Wages - Overtime	202.601.5199	6,000.00
Total Wages & Salaries		93,000.00

Other

Hospitalization	202.601.5210	20,000.00
P. E. R. S.	202.601.5220	12,700.00
Medicare	202.601.5260	1,200.00
Engineering	202.601.5360	-
Street Signs	202.601.5364	3,300.00
Freeway Maintenance	202.601.5366	9,150.00
Street Resurface & Repair	202.601.5367	6,600.00
Street Lining	202.601.5368	100,000.00
Small Equipment & Supplies	202.601.5430	2,100.00
Vehicle Lease Payments	202.601.5434	3,660.00
Tools	202.601.5440	450.00
Maintenance & Repair	202.601.5564	10,800.00
Contract Construction	202.601.5600	-
Heavy Equipment Replacement	202.601.5601	-
Note Principal	202.711.5703	-
Note Interest	202.711.5704	-
Total Other Expense		169,960.00
TOTAL SCM&R FUND		262,960.00

SECTION 4. That there be appropriated from the State Highway Fund:

STATE HIGHWAY IMPROVEMENT FUND

Other

Road Salt	203.601.5465	50,000.00
Total Other Expense		50,000.00

TOTAL STATE HIGHWAY IMPROVEMENT FUND**50,000.00****SECTION 5.** That there be appropriated from the Street Lighting Fund:**STREET LIGHTING FUND****Other**

Street Lighting	204.502.5326	61,500.00
Engineering Fees	204.502.5360	-
State Prop Tax Administrative Fees	204.502.5386	10.00
County Treasurer Fees	204.502.5390	1,700.00
Small Equipment & Supplies	204.502.5430	450.00
Equipment Maintenance	204.502.5564	-
Capital Improvement	204.502.5600	-
Total Other Expense		63,660.00
TOTAL STREET LIGHTING FUND		63,660.00

SECTION 6. That there be appropriated from the Sewer Disposal Water Pollution Control Fund (Sewer Revenue):**SEWER REVENUE FUND****Personal Services**

Wages - Regular	205.503.5140	91,000.00
Wages - Summer Employees	205.503.5143	-
Retirement Benefit Payout	205.503.5195	-
Wages - Overtime	205.503.5199	3,750.00
Total Wages & Salaries		94,750.00

Other

Hospitalization	205.503.5210	37,000.00
P. E. R. S.	205.503.5220	13,050.00
Medicare	205.503.5260	1,100.00
Wickliffe Sewer Charges	205.503.5323	18,300.00
Insurance	205.503.5330	14,000.00
Contract Services	205.503.5354	-
Euclid Disposal Plant	205.503.5361	650,000.00
Sewer Maintenance	205.503.5367	11,000.00
Lake County Billing Fees	205.503.5382	32,500.00
County Treasurer Fees	205.503.5390	9,000.00
Gas & Oil	205.503.5420	5,500.00
Small Equipment & Supplies	205.503.5430	600.00
Vehicle Lease Payments	205.503.5434	3,500.00
Schools & Training	205.503.5513	225.00
Maintenance & Repair	205.503.5564	4,000.00
Miscellaneous Expenses	205.503.5568	150.00
Sewer Lateral Repairs	205.503.5569	-
Capital Improvements	205.503.5600	-
General Refunds	205.503.5971	300.00
Engineering Fees	205.709.5360	25,000.00
Legal Fees	205.711.5318	3,500.00
Note Principal	205.711.5703	183,300.00
Note Interest	205.711.5704	3,210.00
Transfer to Fund 422	205.711.5919	-

Return of Advance to Fund 101	205.711.5977	-
Total Other Expense		1,015,235.00
TOTAL SEWER REVENUE FUND		1,109,985.00

SECTION 7. That there be appropriated from the Police & Fire Capital Improvement Fund:

POLICE & FIRE CAPITAL IMPROVEMENT FUND

Other

Small Equipment - Police	207.101.5430	3,000.00
Capital Improvements - Police	207.101.5610	5,000.00
Lease Principal-Police	207.101.5703	23,861.00
Lease Interest-Police	207.101.5704	515.00
Small Equipment - Fire	207.102.5430	3,000.00
Capital Improvements - Fire	207.102.5611	5,000.00
State Prop Tax Administrative Fees	207.710.5386	12.00
County Treasurer Fees	207.710.5390	2,250.00
Note Principal-Fire	207.711.5703	64,310.00
Note Interest-Fire	207.711.5704	11,390.00
Transfer to Fund 301	207.711.5904	-
Transfer to Fund 223	207.711.5922	-
Advance to Fund 223	207.711.5989	-
Total Other Expense		118,338.00
TOTAL POLICE & FIRE CAPITAL FUND		118,338.00

SECTION 8. That there be appropriated from the Fire Emergency Rescue Fund:

FIRE EMERGENCY RESCUE FUND

Personal Services

Wages - Director/Chief	208.102.5120	13,500.00
Wages - Firefighters & Officers	208.102.5138	220,000.00
Wages - Secretary	208.102.5191	7,000.00
Retirement Benefit Payout	208.102.5195	-
Wages - Overtime	208.102.5199	150.00
Total Wages & Salaries		240,650.00

Other

Hospitalization	208.102.5210	10,000.00
P. E. R. S.	208.102.5220	4,550.00
Police & Fire Pension	208.102.5230	3,300.00
Medicare	208.102.5260	3,200.00
Social Security	208.102.5265	13,500.00
Clothing - Original Issue	208.102.5271	4,700.00
Replacement Safety Clothing	208.102.5272	5,075.00
Telephone	208.102.5324	1,125.00
Insurance	208.102.5330	13,000.00
Engineering Fees	208.102.5360	-
EMS Collection Fees	208.102.5385	4,200.00
State Prop Tax Administrative Fees	208.102.5386	30.00
County Treasurer Fees	208.102.5390	5,650.00
Gas & Oil	208.102.5420	2,600.00
Small Equipment & Supplies	208.102.5430	4,500.00

Vehicle Lease Payments	208.102.5434	775.00
Schools & Training	208.102.5513	1,950.00
EMS Grant Expenses	208.102.5515	-
Office Supplies	208.102.5521	1,100.00
Radio	208.102.5561	870.00
Maintenance & Repair	208.102.5564	6,650.00
Capital Improvements	208.102.5600	-
Total Other Expense		86,775.00
TOTAL FIRE EMERGENCY RESCUE FUND		327,425.00

SECTION 9. That there be appropriated from the Sanitary & Sewer Lateral Levy Fund:

SANITARY & STORM SEWER LATERAL LEVY FUND

Personal Services

Wages - Regular	211.503.5140	-
Wages - Overtime	211.503.5199	-
Total Wages & Salaries		-

Other

P. E. R. S.	211.503.5220	-
Medicare	211.503.5260	-
Engineering	211.503.5360	-
State Prop Tax Administrative Fees	211.503.5386	5.00
County Treasurer's Fees	211.503.5390	1,125.00
Sewer Lateral Repairs	211.503.5569	10,000.00
Capital Improvements	211.503.5600	-
Total Other Expense		11,130.00
TOTAL SANITARY & STORM SEWER LATERAL LEVY FUND		11,130.00

SECTION 10. That there be appropriated from the Street Improvement Levy Fund:

STREET IMPROVEMENT LEVY FUND

Other

Engineering Fees	213.601.5360	40,000.00
Street Resurfacing & Repair	213.601.5367	705,000.00
Street Lining	213.601.5368	-
Miscellaneous Expenses	213.601.5568	-
Legal Fees	213.711.5318	-
State Prop Tax Administrative Fees	213.711.5386	35.00
County Treasurer Fees	213.711.5390	6,800.00
Return Advance Fund 101	213.711.5977	-
Transfer-Fund 431	213.916.5934	-
Total Other Expense		751,835.00
TOTAL STREET IMPROVEMENT LEVY FUND		751,835.00

SECTION 11. That there be appropriated from the Recreation Improvement Levy Fund:

RECREATION IMPROVEMENT LEVY FUND

Other

Maintenance & Repair	214.302.5564	-
Miscellaneous Expenses	214.302.5568	-

Pool Capital Improvements	214.302.5614	-
Small Equip & Supplies	214.303.5430	-
Miscellaneous Expenses	214.303.5568	-
Recreation Capital Improvements	214.303.5600	-
Engineering	214.709.5360	-
Legal Fees	214.711.5318	-
State Prop Tax Administrative Fees	214.711.5386	3.00
County Treasurer Fees	214.711.5390	600.00
Return of Advance to Fund 101	214.711.5977	-
Total Other Expense		603.00
TOTAL RECREATION IMPROVEMENT LEVY FUND		603.00

SECTION 12. That there be appropriated from the Permissive License Fee Fund:

PERMISSIVE LICENSE FEE FUND

Other

Traffic Signals	215.601.5326	12,000.00
Traffic Lights	215.601.5328	4,800.00
Insurance	215.601.5330	10,500.00
Engineering	215.601.5360	-
Street Signs	215.601.5364	900.00
Street Resurface & Repair	215.601.5367	9,000.00
Street Lining	215.601.5368	-
Gas & Oil	215.601.5420	4,800.00
Equipment Maintenance	215.601.5564	-
Miscellaneous Expenses	215.601.5568	-
Capital Improvement	215.601.5600	-
Total Other Expense		42,000.00
TOTAL PERMISSIVE LICENSE FEE FUND		42,000.00

SECTION 13. That there be appropriated from the DUI Education & Enforcement Fund:

DUI EDUCATION & ENFORCEMENT FUND

Other

DUI Education & Enforcement	217.101.5530	390.00
Capital Improvement	217.101.5600	-
Total Other Expense		390.00
TOTAL DUI EDUCATION & ENFORCEMENT FUND		390.00

SECTION 14. That there be appropriated from the Drug Law Enforcement Fund:

DRUG LAW ENFORCEMENT FUND

Other

Equipment & Supplies	218.101.5430	60.00
Training	218.101.5513	150.00
Capital Equipment	218.101.5600	-
Total Other Expense		210.00
TOTAL DRUG LAW ENFORCEMENT FUND		210.00

SECTION 15. That there be appropriated from the Senior Citizens Center Fund:

SENIOR CITIZENS CENTER FUND**Personal Services**

Wages	220.304.5120	14,100.00
Retirement Benefit Payout	220.304.5195	-
Wages - Part Time	220.304.5198	6,200.00
Total Wages & Salaries		20,300.00

Other

Hospitalization	220.304.5210	2,925.00
P. E. R. S.	220.304.5220	2,830.00
Medicare	220.304.5260	300.00
Electricity & Heating	220.304.5320	1,200.00
Gas & Oil	220.304.5420	-
Small Equip & Supplies	220.304.5430	900.00
Program Supplies	220.304.5453	900.00
Office Supplies	220.304.5521	1,200.00
Maintenance & Repair	220.304.5564	750.00
United Way Expenses	220.304.5567	-
Capital Improvement	220.304.5600	-
Levy Fund	220.304.5603	26,000.00
Total Other Expense		37,005.00
TOTAL SENIOR CITIZENS CENTER FUND		57,305.00

SECTION 16. That there be appropriated from the Emergency Management Fund:

EMERGENCY MANAGEMENT FUND**Other**

Transfer to Fund 208	221.711.5901	-
Transfer to Fund 202	221.711.5903	-
Transfer to Fund 205	221.711.5907	-
Transfer to Fund 101	221.711.5911	-
Transfer to Fund 221	221.711.5924	-
Total Other Expense		-
TOTAL EMERGENCY MANAGEMENT FUND		-

SECTION 17. That there be appropriated from the Homeland Security Grant Fund:

HOMELAND SECURITY GRANT FUND**Other**

Small Equip & Supplies	223.102.5430	-
Capital Improvement	223.102.5600	-
Return of Advance to Fund 101	223.711.5977	-
Return of Advance to Fund 207	223.711.5980	-
Total Other Expense		-
TOTAL HOMELAND SECURITY GRANT FUND		-

SECTION 18. That there be appropriated from the Community Block Grant Fund:

COMMUNITY BLOCK GRANT FUND**Other**

Return of Advance to 101	224.711.5977	-
CDBG - Hearts & Hammers	224.950.5517	-
Professional Services	224.951.5319	-
Total Other Expense		-
TOTAL COMMUNITY BLOCK GRANT FUND		-

SECTION 19. That there be appropriated from the Lakefront Connectivity & Downtown Redevelopment Grant Fund:

LAKEFRONT CONNECTIVITY & DOWNTOWN REDEVELOPMENT GRANT FUND

<u>Other</u>		
Professional Services	225.711.5319	-
Return of Advance to Fund 101	225.711.5977	-
Total Other Expense		-
TOTAL LAKEFRONT CONNECTIVITY & DOWNTOWN GRANT FUND		-

SECTION 20. That there be appropriated from the Coronavirus Relief Grant Fund:

CORONAVIRUS RELIEF GRANT FUND

<u>Personal Services</u>		
Wages - Regular	226.715.5140	-
Wages - Overtime	226.715.5199	-
Total Wages & Salaries		-
<u>Other</u>		
P.E.R.S	226.715.5220	-
Police Pension-City	226.715.5230	-
Medicare	226.715.5260	-
Social Security	226.715.5265	-
Professional Services	226.715.5319	-
Unemployment Compensation	226.715.5331	-
Small Equipment & Supplies	226.715.5430	-
Network Equipment & Supplies	226.715.5431	-
Cleaning Supplies	226.715.5460	-
Office Supplies	226.715.5521	-
Small Business Grants	226.715.5568	-
Capital Improvements	226.715.5600	-
Total Other Expense		-
TOTAL CORONAVIRUS RELIEF GRANT FUND		-

SECTION 21. That there be appropriated from the NOPEC Grant Fund:

NOPEC GRANT FUND

<u>Other</u>		
Engineering Fees	227.709.5360	-
Capital Improvements	227.711.5600	-
Return of Advance to Fd 101	227.711.5977	217,841.00
Total Other Expense		217,841.00
TOTAL NOPEC GRANT FUND		217,841.00

SECTION 22. That there be appropriated from the Local Fiscal Recovery/ARPA Fund:

LOCAL FISCAL RECOVERY/ARPA FUND**Other**

Small Equip & Supplies	228.101.5430	-
Capital Improvement	228.503.5600	-
Capital Improvement-CC HVAC	228.711.5600	-
Capital Improvements-E. 328th St. Sewer Phase 2	228.915.5600	-
Total Other Expense		-
TOTAL LOCAL FISCAL RECOVERY/ARPA FUND		-

SECTION 23. That there be appropriated from the Law Enforcement Trust Fund:

LAW ENFORCEMENT TRUST FUND**Other**

Small Equip & Supplies	230.101.5430	-
Miscellaneous Expenses	230.101.5568	-
Capital Imp. - Police	230.101.5600	-
Total Other Expense		-
TOTAL LAW ENFORCEMENT TRUST FUND		-

SECTION 24. That there be appropriated from the Law Enforcement Cont. Training Fund:

LAW ENFORCEMENT CONT. TRAINING FUND**Other**

Schools & Training	232.101.5513	-
Total Other Expense		-
TOTAL LAW ENFORCEMENT CONT. TRAINING FUND		-

SECTION 25. That there be appropriated from the Earned Benefits Fund:

EARNED BENEFITS FUND**Other**

Retirement Benefit Payout-Police	240.101.5195	-
Retirement Benefit Payout-Parks	240.301.5195	-
Retirement Benefit Payout-Recreation	240.303.5195	-
Retirement Benefit Payout-Building	240.401.5195	-
Retirement Benefit Payout-Mayor's Office	240.701.5195	-
Retirement Benefit Payout-Finance	240.702.5195	-
Retirement Benefit Payout-Service	240.704.5195	-
Total Other Expense		-
TOTAL EARNED BENEFITS FUND		-

SECTION 26. That there be appropriated from the Fire Loss Claims Fund:

FIRE LOSS CLAIMS FUND**Other**

Miscellaneous Expenses	241.711.5568	-
Total Other Expense		-
TOTAL FIRE LOSS CLAIMS FUND		-

SECTION 27. That there be appropriated from the Bond Retirement Fund:

BOND RETIREMENT FUND

Other

Legal Fees	301.711.5318	-
Registrar Fees	301.711.5384	-
State Prop Tax Administrative Fees	301.711.5386	2.50
County Treasurer Fees	301.711.5390	375.00
Bond Principal	301.711.5701	-
Bond Interest	301.711.5702	-
Note Principal	301.711.5703	-
Note Interest	301.711.5704	-
Total Other Expense		377.50
TOTAL BOND RETIREMENT FUND		377.50

SECTION 28. That there be appropriated from the Municipal Tax Increment Equiv. Fund:

MUNICIPAL TAX INCREMENT EQUIV. FUND

Other

Miscellaneous Expenses	302.204.5568	40,000.00
Capital Improvement	302.204.5600	44,000.00
State Prop Tax Administrative Fees	302.710.5386	21.00
County Treasurer Fees	302.710.5390	5,250.00
Legal Fees	302.711.5318	-
Miscellaneous Expenses	302.711.5568	-
Capital Improvement	302.711.5600	-
Note Principal	302.711.5703	-
Note Interest	302.711.5704	-
PILOT Reimbursement to W/E Schools	302.711.5720	150,000.00
Total Other Expense		239,271.00
TOTAL MUNICIPAL TAX INCREMENT EQUIV. FUND		239,271.00

SECTION 29. That there be appropriated from the Capital Improvement Fund:

CAPITAL IMPROVEMENT FUND

Other

Capital Improvement - General Admin.	401.711.5600	-
Capital Improvement - Police Dept.	401.711.5610	-
Capital Improvement - Fire Dept.	401.711.5611	-
Capital Improvement - Service Dept.	401.711.5612	-
Capital Improvement - Recreation Dept.	401.711.5614	-
Transfer to Fund 301	401.711.5904	-
Total Other Expense		-
TOTAL CAPITAL IMPROVEMENT FUND		-

SECTION 30. That there be appropriated from the Stormwater Management Capital Improvement Fund:

STORMWATER MANAGEMENT CAPITAL IMPROVEMENT FUND

Other

Engineering Fees	420.711.5360	-
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Capital improvements	420.711.5600	-
Engineering Fees-Fairway Blvd.	420.931.5360	-
Capital improvements-Fairway Blvd.	420.931.5600	-
Total Other Expense		-
TOTAL STORMWATER MANAGEMENT CAPITAL IMP. FUND		-

SECTION 31. That there be appropriated from the Sanitary Sewer Capital Improvement Fund:

SANITARY SEWER CAPITAL IMPROVEMENT FUND

Other

Capital Improvements	422.503.5600	-
Engineering Fees	422.709.5360	-
Legal Fees	422.711.5318	-
Note Principal	422.711.5703	-
Note Interest	422.711.5704	-
Total Other Expense		-
TOTAL SANITARY SEWER CAPITAL IMPROVEMENT FUND		-

SECTION 32. That there be appropriated from the E. 328th Sewer Improvement Phase 2 Fund:

E. 328TH SEWER IMPROVEMENT PHASE 2 FUND

Other

Engineering Fees	430.915.5360	-
Capital Improvement	430.915.5600	-
Return of Advance to Fund 205	430.915.5978	-
Total Other Expense		-
TOTAL E. 328TH SEWER IMPROVEMENT PHASE 2 FUND		-

SECTION 33. That there be appropriated from the E. 327th Sewer Improvement Phase 2 Fund:

E. 327TH SEWER IMPROVEMENT PHASE 2 FUND

Other

Engineering Fees	431.916.5360	-
Total Other Expense		-
TOTAL E. 327th SEWER IMPROVEMENT PHASE 2 FUND		-

SECTION 34. That there be appropriated from the Police Pension Fund:

POLICE PENSION FUND

Other

Police Pension City Liability	801.101.5230	127,500.00
State Prop Tax Administrative Fees	801.101.5386	4.00
County Treasurer Fees	801.101.5390	750.00
Total Other Expense		128,254.00
TOTAL POLICE PENSION FUND		128,254.00

SECTION 35. That there be appropriated from the Security Deposits Fund:

SECURITY DEPOSITS FUND

Other

Engineering Fees	802.711.5360	2,400.00
Deposit Refunds	802.711.5970	3,000.00
Unclaimed Funds	802.711.5972	600.00
Total Other Expense		6,000.00
TOTAL SECURITY DEPOSIT FUND		6,000.00

SECTION 36. That there be appropriated from the Donations & Bequests Fund:

Other

Donation Purchases	803.811.5800	11,750.00
Total Donations & Bequests Fund		11,750.00
TOTAL DONATIONS & BEQUESTS FUND:		11,750.00

TOTAL ALL FUNDS **6,352,229.50**

SECTION 37. 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 38. 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 39. 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 40. 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.

PASSED: _____, 2022

Submitted to the Mayor for his approval
on _____, 2022

ATTEST:

Council President

Approved by the Mayor on
_____, 2022

Clerk of Council

Mayor

RESOLUTION NO. 2022 - 29

A RESOLUTION REQUESTING THE COUNTY AUDITOR TO MAKE ADVANCE PAYMENTS OF TAXES PURSUANT TO OHIO REVISED CODE SECTION 321.34, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Revised Code allows a taxing authority to request payment from the County Auditor fund derived from taxes or other sources to the County Treasurer, which may be held on account of a local subdivision;

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

Section 1: That the Auditor and Treasurer of Lake County, in accordance with Ohio Revised Code Section 321.34, be requested to draw and pay to the City of Willowick, upon the written request of Cheryl Benedict, Finance Director, to the County Auditor, funds in any settlement of 2023 derived from taxes or other sources, payable to the County Treasurer to the account of the City of Willowick, and lawfully applicable for purposes of the current fiscal year 2023.

Section 2: That the Clerk of Council of the City of Willowick shall forward to the County Auditor a certified copy of this Resolution.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that it is necessary to provide for the usual and customary operations of the City of Willowick

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

PASSED:

Robert J. Patton, President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2022.

ATTEST:

Approved by the Mayor, this _____ day
of _____, 2022.

Angela Trend, Clerk of Council

Michael J. Vanni, Mayor

FISCAL OFFICER’S CERTIFICATE

I, the undersigned, do hereby certify that the foregoing Resolution No. 2022-29 is a true and accurate copy of the Resolution adopted by the Council of the City of Willowick at its meeting held on the 6th day of December, 2022, and that I am duly authorized to execute this certification.

Date

Cheryl Benedict, Finance Director

RESOLUTION NO. 2022-30

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A CONTRACT WITH MAXIMUM ELEVATOR & SAFETY TEST COMPANY FOR AN ELEVATOR MAINTENANCE AND SERVICE CONTRACT FOR A TERM OF ONE (1) YEAR, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor of the City of Willowick is hereby authorized to enter into the written contract with Maximum Elevator and Safety Test Company for the provision of elevator lubrication and maintenance services in the amount of One Hundred Eighty-Five Dollars (\$185.00), per month, plus tax, for a term of one (1) year, in a form substantially similar to the Agreement annexed as Exhibit A, and incorporated herein, and to execute any and all documentation necessary to formalize the validity and implementation of that Contract.

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

Section 3. This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the usual and necessary daily operation and maintenance municipal buildings and systems; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: _____, 2022

Robert Patton, Council President

Submitted to the Mayor: _____, 2022

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2022

ATTEST: _____
Angela Trend, Clerk of Council

RESOLUTION NO. 2022-31

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE AFSCME OHIO COUNCIL 8, AFL-CIO AND LOCAL 688, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick and the AFSCME Ohio Council 8, AFL-CIO and Local 688 have jointly agreed to modify the terms of the Collective Bargaining Agreement effective January 1, 2022 through December 31, 2024;

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

Section 1. That the Mayor of the City of Willowick is hereby authorized to enter into the written Memorandum of Understanding with the AFSCME Ohio Council 8, AFL-CIO and Local 688 in a form substantially similar to the Memorandum of Understanding annexed as Exhibit A and incorporated herein, and to execute any and all documentation necessary to formalize the validity and implementation of that Memorandum.

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

Section 3. This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the usual and necessary daily operation of the municipal recreation department; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____, 2022

Robert Patton, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2022

APPROVED by the Mayor on
_____, 2022

ATTEST:

Angela Trend, Clerk of Council

Michael J. Vanni, Mayor

Memorandum of Understanding

This memorandum of understanding is entered into this _____ day of December, 2022, by and between the City of Willowick and the AFSCME Ohio Council 8, AFL-CIO and Local 688 (Service Unit) (collectively, “the parties”).

The purpose of this memorandum is to modify certain provisions of the Collective Bargaining Agreement originally entered into and for the term effective January 1, 2022, to December 31, 2024, specifically Article 6 “Wages,” subsection 6.03.

WHEREAS, the parties recognize that terms and conditions of employment are a matter to be collectively bargained;

Now, therefore, it is hereby authorized and agreed to by all parties to this Memorandum of Understanding as follows:

1. The City of Willowick and the AFSCME Ohio Council 8, AFL-CIO and Local 688 hereby agree that the following contract language shall be added and included as a benefit to employees subject to the Collective Bargaining Agreement:

The City of Willowick will provide reimbursement for the costs associated with the CDL licensure (travel and lodging excluded) of any employee who obtains their CDL within one (1) year of their date of hire on the condition that the employee works for the City for a period of two (2) years following the reimbursement. If the employee’s employment is severed for any reason during the two (2) year period, the employee shall repay the reimbursement to the City, in full. The City may withhold payment of the employee’s wages to apply towards the repayment. The requirement for repayment shall not apply to an employee’s renewal of any issued CDL licensure.

2. This Memorandum of Understanding shall be deemed and considered for all legal and relevant purposes an addendum to the Collective Bargaining Agreement and in no way otherwise alters, changes, or modifies the Collective Bargaining Agreement currently in place and effect between the City of Willowick and the AFSCME, Ohio Council 8, and Local 688 effective January 1, 2022, to December 31, 2024, except as expressly stated herein.
3. The parties agree that this Memorandum shall terminate upon the expiration of the Collective Bargaining Agreement effective January 1, 2022, to December 31, 2024.
4. The parties agree that this document shall not be used in any way as a precedent under any other circumstance, including but not limited to and all future negotiations and finalization of any collective bargaining agreements between any

of the parties hereto. The modifications made and the terms of this agreement will not be considered a past practice or modification of existing practices.

This memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this memorandum of understanding to be duly executed with full capacity and authority to bind their respective members and shall take immediate effect upon execution by all parties.

CITY OF WILLOWICK:

MICHAEL J. VANNI,
Mayor

Date

As to form:

LAW DIRECTOR

Date

WILLOWICK AFSCME,
OHIO COUNCIL 8:

MATHEW HETRICK
President

Date

RESOLUTION NO. 2022 - 32
A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)
TO J AND L DOOR SERVICE IN THE AMOUNT OF \$3,621.00, FOR THE CITY OF
WILLOWICK, AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

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

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

PASSED: _____, 2022

Robert Patton, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2022

APPROVED by the Mayor on
_____, 2022

ATTEST:

Angela Trend, Clerk of Council

Michael J. Vanni, Mayor

160 2022-31

Item #8.



Invoice
Invoice Number
 209292

Invoice Date
 Aug 17, 2022

Page:
 1

P.O. BOX 56 CHESTERLAND, OHIO 44026

PHONE: 1-440-729-4261

FAX: 1-440-729-4262

Sold To:

City of Willowick
 30435 Lakeshore Blvd.
 Willowick, OH 44095

Ship To:

City of Willowick
 31230 East 314th
 Willowick, OH 44095

Customer ID
 CIT928
 Sales Rep ID

Customer PO
 Contract
 Job/Order No.
 22-1255

Payment Terms
 Net 30 Days
 Completion Date
 8/17/22
 Due Date
 9/16/22

Description	Quantity	Unit Price	Extension
Furnished labor, material and equipment to troubleshoot rear door, replace motor operator per quote dated 8/16/22			
8/15/22: Two Men- Service Call to troubleshoot operator	2.00	218.00	436.00
Labor/Material: (1) Gear Head Motor Operator, 1 hp, 115v	1.00	3,185.00	3,185.00

TOTAL AMOUNT DUE 3,621.00

There will be a 1.5% per month late charge on all invoices 30 days past due.

RESOLUTION NO. 2022 - 33
A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)
TO ESO SOLUTIONS IN THE AMOUNT OF \$4,350.75, FOR THE CITY OF
WILLOWICK, AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

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

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

PASSED: _____, 2022

Robert Patton, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2022

APPROVED by the Mayor on
_____, 2022

ATTEST:

Angela Trend, Clerk of Council

Michael J. Vanni, Mayor

REQ 2643

Item #9
33



Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Invoice

Date: 10/02/2022
Invoice # ESO-92031
Terms Net 30
Due Date 11/01/2022
PO#

Bill To
Willowick Fire Department (OH)
30435 Lake Shore Boulevard
Willowick OH 44095-4624
United States
ckdibaggio@cityofwillowick.com

Ship To
Willowick Fire Department (OH)
30435 Lake Shore Boulevard
Willowick
OH 44095-4624
US

Item	From	To	QTY	UOM	Total
ER - Fire Package - MA, OH, IL	11/01/2022	10/31/2023	1		USD \$1,932.00
ER - Interface Package (up to 1)	11/01/2022	10/31/2023	1		USD \$295.00
ER - CAD Integration	11/01/2022	10/31/2023	1		USD \$918.85
ER - Vision Plus with Google Maps	11/01/2022	10/31/2023	1		USD \$910.80

Invoice Message:

Remit Payment to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

Tax ID: 36-4566209



For a 3% fee, pay via Card

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/3887136/?amount=448127.25

Pay via Online Bank Transfer

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/3887136/?card=false

Total (Without Tax):	USD \$4,056.65
Tax:	USD \$294.10
Grand Total:	USD \$4,350.75
Amount Paid/Credit:	USD \$0.00
Total Recurring:	USD \$4,056.65
Total One-Time:	
Invoice Balance:	USD \$4,350.75

RESOLUTION NO. 2022-34

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF LAKE COUNTY DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick has requested and the Board of the Lake County Department of Planning and Community Development has agreed to assist the City with evaluating and developing an implementation plan to transition all City own facilities into compliance with the American with Disabilities Act,

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

Section 1. That the Mayor of the City of Willowick is hereby authorized to enter into the written Memorandum of Understanding with the Lake County Department of Planning and Community Development, in a form substantially similar to the Memorandum of Understanding annexed as Exhibit A and incorporated herein, and to execute any and all documentation necessary to formalize the validity and implementation of that Memorandum.

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

Section 3. This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for municipal compliance with the Americans with Disabilities Act; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: _____, 2022

Robert Patton, Council President

Submitted to the Mayor: _____, 2022

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2022

ATTEST: _____
Angela Trend, Clerk of Council

**Memorandum of Understanding
ADA Compliance and Implementation Plan
City of Willowick and Lake County Planning and Community Development**

The City of Willowick enters into an understanding and agreement that Lake County Planning and Community Development (LCPCD) will assist the City of Willowick in evaluating and developing an implementation plan for transitioning all City owned facilities to be compliant with the American with Disabilities Act (ADA) through 48 hours of Community Planning Services entitled to City of Willowick through the Lake County Planning Commission Bylaws. Any additional hours over 40 hours may be charged to the City in accordance with the Bylaws. For the evaluation, LCPCD will create inventory of all curb ramps, crosswalks, and City/Public facilities, apply condition ratings or create a compliance checklist based on ADA requirements, and conduct field assessments as necessary to determine condition and/or accessibility of a facility.

In the development of a written plan, LCPCD agrees to use a template provided by ODOT and/or other communities that have developed similar plans. The plan shall include identification of an ADA coordinator, creation of grievance protocols and procedures, an inventory of all applicable facilities within the City with condition ratings, an implementation plan, and a summary of the evaluation process, including any public meetings held to discuss development of plan.

To ensure the City remains in compliance of the agreement, LCPCD will ensure the completion of terms 3 through 6 by the specified date as detailed below:

Term Number (Ref. Section Three: Terms of Agreement)	Description	Completion Date
3	Create ADA complaint procedures and policies	February 20, 2023
4	Implement ADA/Sidewalk Maintenance and Enforcement Plan	April 17, 2023
5	Complete Self-Evaluation of Public Facilities	July 17, 2023
6	Complete and Implement ADA Transition Plan	October 30, 2023

The City shall provide timely responses to requests for information or input as needed in order for LCPCD to complete all items by the dates specified above. This project will be performed using the standard allotted hours LCPCD provides for each community within its jurisdiction. If time to complete such plan exceeds that allotted amount, addition funding will be supplied by the Community Block Development Grant program until the plan is completed.

Michael J. Vanni, Mayor/Safety Director
City of Willowick

Date

David Radachy, Director
Lake County Planning and Community Development

Date

Jason Boyd, County Administrator
Lake County Administrator Office

Date

RESOLUTION NO. 2022-35

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A VOLUNTARY COMPLIANCE AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION, AND DECLARING AN EMERGENCY.

WHEREAS, the Federal Highway Administration requested and the City of Willowick has agreed to enter into and adopt a Voluntary Compliance Agreement to address a complaint filed against the City of Willowick, as well as to develop an implementation plan to transition all City own facilities into compliance with the American with Disabilities Act,

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

Section 1. That the Mayor of the City of Willowick is hereby authorized to enter into the written Voluntary Compliance Agreement with the Federal Highway Administration, in a form substantially similar to the Memorandum of Understanding annexed as Exhibit A and incorporated herein, and to execute any and all documentation necessary to formalize the validity and implementation of that Memorandum.

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

Section 3. This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for municipal compliance with the Americans with Disabilities Act; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: _____, 2022

Robert Patton, Council President

Submitted to the Mayor: _____, 2022

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2022

ATTEST: _____
Angela Trend, Clerk of Council

FEDERAL HIGHWAY ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

City of Willowick, Respondent
Case Number: #2020-0262

VOLUNTARY COMPLIANCE AGREEMENT

IT IS HEREBY AGREED by and between the Federal Highway Administration, hereinafter referred to as FHWA, and the City of Willowick, hereinafter referred to as Respondent, as follows:

Section One: Purpose

This Agreement is made to resolve the above-referenced complaint.

Section Two: Allegations

Complaint #2020-0262 alleges that Respondent is violating the Americans with Disabilities Act of 1990 (ADA) by failing to provide accessible curb ramps.

Specifically, the complaint alleges that the Respondent performed an alteration impacting the northwest curb at the pedestrian street crossing on Maplewood Drive and Edgewood Drive and failed to construct a curb ramp as required by the ADA. Complainant also alleges that the Respondent constructed curb ramps without detectable warnings on the northwest and northeast corners of Beechwood Drive near the intersection with East 288th Street.

Section Three: Terms of Agreement

Respondent agrees to the following terms:

1. Respondent agrees to install an accessible ADA compliant curb ramp the northwest corner of Maplewood Drive and Edgewood Drive by (Date).
2. Respondent agrees to designate an ADA Coordinator to be employed by the Respondent by (Date). Respondent will provide public notice of the name and contact information by posting the information on its website.
3. Respondent agrees to create ADA complaint procedures and policies by (Date). Respondent will provide public notice of the policies and procedures by posting the information on its website.
4. Respondent agrees to develop and implement a maintenance plan for pedestrian facilities in the public right-of-way, including enforcement of a sidewalk maintenance plan by (Date).

5. Respondent agrees to conduct a self-evaluation of applicable facilities and sidewalks in its jurisdiction by (Date).
6. Respondent agrees to develop and implement an ADA Transition Plan by (Date).
7. Respondent agrees to submit an action plan detailing specific milestones and target dates it will perform to resolve all terms listed above to the FHWA Ohio Division no more than 60 days after the effective date of this Agreement.
8. Respondent agrees to submit quarterly updates and attend progress meetings as requested by the FHWA Ohio Division.
9. This Agreement shall not constitute an admission of discrimination or violation of any provision of law on the part of Respondent. This Agreement does not constitute a finding of compliance or non-compliance in this matter. Please note that this resolution does not affect the rights of private individuals to file suit under the ADA.
10. It is understood that if Respondent fails to fulfill or rescinds any provision of this Agreement, the complaint may be reinstated by FHWA.
11. This Agreement constitutes the sole and complete understanding between FHWA and Respondent. No other terms shall be binding unless signed by both parties and made a part of this Agreement.
12. This Agreement shall become effective on the date that it is signed by the FHWA signatory.

Section Four: Concurrence and Signatures

 Michael J. Vanni
 Mayor/Safety Director
 On behalf of Respondent

 Date

 Laura S. Leffler
 Division Administrator, Ohio Division
 On behalf of FHWA

 Date

RESOLUTION 2022-36

A RESOLUTION AUTHORIZING THE ADVANCE OF FUNDS FROM THE GENERAL FUND (101) TO THE SEWER FUND (205), AND DECLARING AN EMERGENCY.

WHEREAS, the Sewer Fund (205) currently is without a sufficient balance to cover the anticipated expenses which have been budgeted for the proper operation of the City services; and

WHEREAS, the Council and Administration have determined that it is necessary for the proper operation of the City that funds in the amount of \$50,000 be advanced from the General Fund (101) to the Sewer Fund (205).

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

Section 1. The Director of Finance is hereby authorized to advance the sum of \$50,000 from the General Fund (101) to the Sewer Fund (205).

Section 2. All formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and 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 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick.

~~WHEREFORE this Resolution shall be in full force and effective immediately upon its passage by Council and approval by the Mayor.~~

Adopted by Council: _____, 2022

Robert Patton, Council President

Submitted to the Mayor: _____, 2022

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2022

ATTEST: _____
Angela Trend, Clerk of Council

Maintenance and Support Service Contract

AGREEMENT made this day of _____ between Active Networking, Inc. and the _____

1. General Terms

- a. Client Name _____
- b. Address _____
- c. Phone _____
- d. Fax _____
- e. E-Mail _____
- f. Terms _____
- g. Start Date _____
- h. End Date _____

- i. Service Calls Savings are based on a per call basis of Standard Rate of a \$125.00 hr. without contract.
- j. Response Time: Major/Critical outages within four hours. A critical outage is defined as total system inoperability.
 Minor non-critical outages within eight hours.
 Moves, Adds, and Changes (MACs) one business day.

Standard Response time unless a different response timetable is specifically requested and agreed to by both parties

Standard (unscheduled) service hours are Monday through Friday from 8:00 am to 5:00 PM EST (except holidays). Service calls placed after 3:00 PM may be responded to the following business day, but will still fall within the minimum response time frame.

k. Standard Billing Rates

Trip Charges: Any work which requires a technical dispatch to the customer site will incur a trip charge of \$35.00 (per trip).

2. Pricing for work outside of Maintenance Agreement

Pricing for maintenance or repairs that are not covered under this maintenance agreement will be billed on a time and materials (T&M basis) as follows:

Service Time	Base Maintenance Rate	Without a Maintenance Agreement
Monday-Friday, 8AM-5PM	Base Maintenance Rate	\$125.00 Per Hour
After-Hours & Saturdays	\$100.00 Per Hour	\$180.00 Per Hour
Sundays & Holidays	\$120.00 Per Hour	\$250.00 Per Hour

Maintenance and Support Service Contract

The Preventative Maintenance, is intended to assist an Organizations staff in extending the life and improving the operation of their network with ongoing assistance. An engineer is assigned to your site and on a predefined scheduled perform (2,4,8,12 or 16) hours of pre-paid maintenance on your systems each month. The assigned engineer's purpose is to update, track and identify any issues concerning with the network file server's, Local Area Network (LAN) and Wide Area Network (WAN). The engineer will also perform other tasks directly related to the network as listed below. In addition the engineer will assist with any other computer related problems if time and scheduling permit. If time or scheduling does not permit, a later visit out of the maintenance rotation will be scheduled as soon as possible (ASAP).

Upon signing up for the a maintenance plan, the maintenance service rate is locked in for the duration of the contract with the exception of After Hour Service or Emergency Service. Out of schedule Normal Services will be rendered at the same rate as the scheduled maintenance rate during normal business hours of 8:00am to 5:00pm.

Tasked Performed Monthly are as follows:

Server related tasks

- Review all server-based logs
- Review all vital server statistics
- Review disk free space
- Review disk usage
- Review data structure on disk
- Physically inspect server hardware
- Perform a scheduled system shutdown & restart
- Apply all operating system updates and patches as needed for compliancy

Backup and Archiving System

- Review Backup logs
- Perform a test Restore

Review Platform and OS Structure

- Review Domain Structure
- Review Partition and Replication
- Review time synchronization
- Review (NT Tasks)

Printers and Network Connected Printers

- Visually inspect printers
- Note:** We do not perform Service on Printers or Parts replacements.

Network Connected Devices

- Test network connected devices for proper functionality

Other

- Purge all log information to set up for next visit

Help desk Support:

One of the advantages of being an Active Networking client is access to on-line Help desk. This is a one step approach to getting your IT problems resolved efficiently. It also provides our staff with a database of your resolved and open issues for quick reference and timely resolution to any technical difficulty you may be currently experiencing. You can also request new services online eliminating the hassle of telephone tag. Tracking the status of all open requests is as simple as a click on the Help desk screen. Monitoring the history of all closed requests is also available to you to trend your organizations IT activity at whatever intervals is appropriate for you.

Maintenance and Support Service Contract

Any work which requires a technical dispatch to the customer site without a support contract will incur a trip charge of \$35.00 (per trip) and a minimum of two billable hours (per trip). Holidays are defined as any day the U.S. Federal Government is closed for business.

Plan: 2023 Maintenance Support
175 Hours Total
Cost: \$20,125.000

- 3. Special Projects outside of normal support will be billed separately with a negotiated cost based on the project requirements.**
- 4. Parts and Availability:** Parts required for replacement will be provided and charged at Active Networking, Inc. standard pricing. All parts purchased from Active Networking, Inc. will carry a manufacturer's warranty. Active Networking, Inc. will provide installation services for additional parts purchased by the Customer from other sources, without warranty from Active Networking, Inc. on the part. Parts are defined as components, such as, but not restricted to the following items: CPU's, motherboards, floppy drives, hard drives, memory, network interface cards, keyboards, mouse, trackballs, monitors, power supplies, CD ROMs, sound cards, cables, routers, hubs, modems, bridges and switches.
- 5. Additional Service:** Each time a service call is made, the work to be performed must be indicated upon the initial request for service. Each subsequent service request must be documented as an additional service call and must be scheduled according to the response times in your agreement. A service manager must authorize any additional work requested at the time technician arrives on site.
- 6. Depletion of service plan and automatic renewal:** If at the beginning of, or at any time during a Service Call, our technical engineer determines that the service required will likely deplete the amount of time remaining under the Service Plan then in existence, our technical engineer shall inform the Client, and the Client shall have the following options.
 - a. Continue with the service until the Service Plan is depleted, at which point, if additional service is still required, the Client shall pay to Active Networking, Inc. their non-contract rate of \$125.00 per hour.
 - b. Purchase a new Service Plan and continue with service upon payment to Active Networking, Inc. in the amount of the Service Plan purchased.
 - c. Discontinue Service and retain any time remaining under the Service Plan, subject to unused time.
- 7. Unused Time:** If the Client does not deplete its Service Plan by the end of the Term, any time remaining in the Plan may be applied to a new Service Plan at 1/2 the value of the time, provided that the Client chooses a Service Plan of equal or greater value.
- 8. Recurring Condition:** If the Client notifies Active Networking, Inc. within two days of a service call that the problem for which that service call was made has reoccurred, Active Networking, Inc. will evaluate the problem at no charge to the Client. Upon evaluation, Active Networking, Inc. reserves the right to repair the problem at no charge to the Client, unless Active Networking, Inc. determines that the problem recurred because alterations were made or instructions were not followed by the Client, their agents, representatives, or employees. In that case, service will be charged against the time remaining in the Service Plan. For the purpose of this paragraph, alterations are defined as: any software download from the Internet, including but not limited to: Java and Active X executables, whether intentional or not; physical damage; physical entry into a computer; connection or disconnection of any cables, component or peripheral; and or any other changes made by the Client or its agents, employees, contractors, licensees or invitees that actually caused the condition to recur.

Maintenance and Support Service Contract

- 9. Software:** Active Networking, Inc. does not manufacture software. Active Networking, Inc. will install software purchased by the Client and will contact the software manufacturer, if necessary, in an effort to resolve “bugs” or compatibility issues in the software -however. Active Networking, Inc. disclaims all liability for the failure of any software to work properly, or for its intended purpose on the Client's network or on any individual computer of the Client.
- 10. Loss of Data:** The Client represents that it has established and regularly follows procedures for fail-safe backup the Client's data. The Client further explicitly agrees that Active Networking, Inc. shall not be responsible for the integrity or existence of any data on the Client's network or any individual computer of the Client; and that the Client will indemnify, defend and hold harmless Active Networking, Inc. for the corruption or loss of any data of the Client, or of any their parties.
- 11. Incidental and Consequential Damage:** The Client explicitly agrees that Active Networking, Inc. shall not be responsible for Incidental or consequential damages arising from the Client's inability to use its network or any individual computer during any service call made by Active Networking, Inc. or for any loss suffered by the Client as a result of any subsequent equipment failure, without limitation.
- 12. Indemnification:** In addition to, and not in limitation of, disclaimers of liability made by Active Networking, Inc. for hardware and software damage in any other portion of this agreement, for any hardware or software failure for which a Service Call is made by the Client, which failure has the effect of causing loss to any third party, whether or not by delay, loss or corruption of data, loss or benefit of any contracts, or any other loss, the Client shall indemnify, defend and hold free and harmless Active Networking, Inc. from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, sums paid in private rights of action or in settlement of claims, legal fees, consultant fees and expert fees) which arise during or after the Term as a result of such failure.
- 13. Failure of Funds:** Failure to fund a contract within the approved account terms or date designated by contract will result in acceleration of payments remaining on the contract as due immediately. Failure to fund a contract at any time during the contract period will result in a suspension of service until all amounts due or the Client account is brought current within the stated terms.
- 14. Collection of Payment:** With respect to any action by Active Networking, Inc. to collect payment due under this Agreement, the Client agrees to pay all costs of such collection, without limitation, costs of suit, expenses, and reasonable attorney's fees.
- 15. Non-Solicitation Agreement:** During the term of this Agreement and for a period of one year thereafter, the parties agree not to hire, solicit, or attempt to solicit, whether directly or indirectly, the services of any employee, consultant, or subcontractor of the other party without the prior written consent of that party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breach in party with 150 percent of the solicited person's annual compensation.



Maintenance and Support Service Contract

16.Change / Addendum: This Agreement may not be changed unless in writing and signed by all parties hereto.

Accepted and Agreed on this date: _____ Print Name: _____
Signature: _____

Amount paid upon execution of _____ By: _____
Contract Cost: _____ Active Networking, Inc. Authorized Representative

Print Name: _____

Method of Payment: _____ Title: _____

Signature: _____

City of Willowick

Insurance and Risk Management Proposal

Policy Period: January 1, 2023 to January 1, 2024

Carriers: Selective Insurance Company
Travelers Insurance Company
Hudson Insurance Company

Presented By: Thomas H. Wichert, CPCU, ARM
Principal & CEO



1200 Graham Road
Cuyahoga Falls, OH 44224
www.wichert.com

City of Willowick

PREMIUM SUMMARY

I.	Property	Included
II.	Inland Marine	Included
III.	Crime	Included
IV.	Boiler & Machinery	Included
V.	Automobile	Included
VI.	General Liability	Included
VII.	Public Officials/Employment Practices Liability	Included
VIII.	Law Enforcement Liability	Included
IX.	Umbrella Liability	Included
X.	Cyber Liability & Data Breach	Included

Premium.....\$127,888

- 50. *Cyber Liability Standalone policy*
127,838

COMPANY(S):

Selective Insurance Company
A. M. Best's Rating: A: XV
(All lines except Boiler & Machinery and Law Enforcement)

Travelers Insurance Company
A. M. Best's Rating: A+: XV
(Boiler & Machinery Only)

Hudson Insurance Company
A. M. Best's Rating: A+: XV
(Law Enforcement Only)

Disclaimer: This presentation represents a general description of proposed insurance coverage. This summary is necessarily brief and is meant only as a supplement to the actual policies. The information presented limits itself to the highlights of various coverages and cannot be applied as a substitute for the actual insurance policies. Further clarification of coverages, conditions, or exclusions may be obtained from the specific insurance policies and forms.

City of Willowick

I. PROPERTY

A.	Blanket Buildings, Contents & Property In The Open	\$31,701,737
B.	Special Form Perils Including Theft	Included
C.	Replacement Cost Coverage	Included
D.	Coinsurance	Agreed Amount
E.	Deductible (disappearing)	\$1,000
F.	Flood/Earthquake (\$25,000 deductible)	\$1,000,000
G.	Extensions:	
1.	Accounts Receivable	\$250,000
	Fire Department	Actual Loss Sustained
2.	Arson, Theft and Vandalism Rewards	\$25,000
3.	Automated External Defibrillators	\$10,000
4.	Back Up of Sewer, Drain or Sump Direct Damage	\$100,000
5.	Building Owner –Tenant Move Back Expenses	\$25,000
6.	Business Income/Extra Expense (no deductible)	Actual Loss Sustained
7.	Business Income at Newly Acquired Location	\$250,000
8.	Canine Coverage	\$10,000/\$25,000
9.	Claim Expenses	\$50,000
10.	Commandeered Property (*)	Actual Loss Sustained
11.	Computer Equipment & Electronic Data (*)	\$200,000
	Fire Department	Actual Loss Sustained
12.	Computer – Virus or Harmful Code	\$25,000/\$75,000
13.	Confiscated Property – Any One Year	\$100,000
14.	Debris Removal	\$50,000
	Fire Department	Actual Loss Sustained
15.	Fine Arts (*)	\$25,000
	Fire Department	Actual Loss Sustained
16.	Fire Extinguisher Equipment (no deductible)	Actual Loss Sustained
17.	Grave Markers & Headstones (\$250 deductible)	\$25,000/\$50,000
18.	Installation Property	\$25,000
19.	Lock Replacement if keys are stolen (no deductible)	\$10,000
20.	Loss Reduction Rewards	
	10% of loss or maximum (no deductible)	\$25,000
21.	Mobile Equipment (*)	\$25,000
22.	Money and Securities Off Premises/On Premises (*)	\$25,000
23.	Newly Acquired or Constructed Buildings	\$2,000,000
	(if reported within 180 days)	
24.	Ordinance or Law (A) –Undamaged Parts of Building (*)	Included in Bldg Limit
	(B) – Demolition Costs	\$500,000
	(C) – Increased Cost of Construction	\$500,000
	Ordinance or Law for Fire Dept (A, B & C)	Actual Loss Sustained
25.	Outdoor Property (*)	\$500,000
26.	Outdoor trees, shrubs & plants (\$2,500 any one item) (*)	\$25,000/100,000
27.	Personal Effects (no deductible)	\$5,000/\$25,000
	Fire Department	Actual Loss Sustained

City of Willowick

PROPERTY EXTENSIONS CONTINUED

28.	Personal Property at Newly Acquired Locations (if reported within 180 days)	\$1,000,000
29.	Personal Property at Unnamed Premises (*)	\$100,000
30.	Pollutant Clean Up and Removal	\$25,000
	Fire Department.....	Actual Expenses Incurred
31.	Property In Transit (*)	\$50,000
32.	Spoilage due to utility failure (*).....	\$25,000
33.	Tools & Equipment (*)	\$10,000
34.	Underground Fiber Optic Cable (\$2,500 deductible).....	\$10,000/\$50,000
35.	Unscheduled bleachers, grandstands, scoreboards, refreshment stands, etc. (*)	\$100,000
36.	Valuable Papers and Records.....	\$250,000
	Fire Department.....	Actual Loss Sustained

*Coverage extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,500 feet of the described premises.
(*) denotes \$500 deductible*

II. INLAND MARINE

A.	Contractor's Equipment	\$351,274
B.	Police & Fire Radios	Included in Extensions
C.	Scheduled Property Floater	\$131,407
D.	Inland Marine Premier Pak (\$1,000 Deductible).....	\$100,000*
E.	Volunteer Emergency Services Portable Equipment (\$1,000 Ded.)	\$100,000
F.	Electronic Information Systems (\$1,000 Deductible)	\$100,000
G.	Electronic Information Systems Extra Expense	\$100,000
H.	All Risk Perils with Deductible.....	\$500

**Inland Marine Premier Pak covers equipment \$25,000 and under*

City of Willowick

III. CRIME

A. Employee Theft – Per Loss.....	\$1,000,000
B. Treasurers or Tax Collectors As Employees	Included
C. Employee Theft Excess over Statutory Bonded Officials.....	Included
D. Faithful Performance of Duty	\$100,000
E. Inside the Premises – Theft of Money & Securities	\$25,000
F. Inside the Premises – Robbery/Safe Burglary of Other Property	\$25,000
G. Outside the Premises.....	\$25,000
H. Forgery and Alteration	\$100,000
I. Computer Fraud (\$5,000 Deductible)	\$500,000
J. Funds Transfer Fraud (\$5,000 Deductible).....	\$500,000
K. Deductible.....	\$1,000

IV. BOILER AND MACHINERY

A. Total Limit Per Breakdown.....	\$30,649,488
B. Business Income (no coinsurance).....	Included
C. Business Income Period of Restoration Extension	30 days
D. Extra Expense.....	Included
E. Extra Expense Period of Restoration Extension	30 days
F. Spoilage Damage Coverage Extension	\$25,000
(Applies only if interruption lasts at least 12 hours)	
G. Utility Interruption Time Element Extension	\$1,000,000
(Applies only if interruption lasts at least 12 hours)	
H. Electronic Data or Media Coverage Extension	\$25,000
I. Expediting Expense Coverage Extension	\$25,000
J. Fungus, Wet Rot and Dry Rot Extension	\$15,000
K. Hazardous Substance Limitation	\$25,000
L. Newly Acquired Locations (up to 90 days).....	\$1,000,000
M. Ordinance or Law	\$250,000
N. Refrigerant Contamination	\$25,000
O. Water Damage Limit	\$25,000
P. Deductibles:	
1. Property Damage	\$1,000
2. Business Income	24 hours
3. Utility Interruption.....	24 hours

City of Willowick

V. AUTOMOBILE LIABILITY

- A. Limit Per Occurrence \$1,000,000
 - 1. Combined Single Limit Bodily Injury and Property Damage Liability
 - 2. All Owned Autos
 - 3. Hired and Non-Owned Auto
 - 4. Includes Fellow Volunteer extension
 - 5. Fellow Employee exclusion deleted
- B. Uninsured/Underinsured Motorist Coverage \$50,000
- C. Comprehensive Deductible \$250
 - Per Schedule of Vehicles*
 - Value Guard coverage for Specified Fire Vehicles*
- D. Collision Deductible \$500
 - Per Schedule of Vehicles*
 - Value Guard coverage for Specified Fire Vehicles*

Extensions of Coverage:

- 1. Pollution exclusion does not apply to "emergency operations" or "training operations"
- 2. Hired car physical damage \$250,000 sublimit
- 3. Lease-Gap coverage included for any leased vehicle
- 4. Deductible reimbursement for volunteers' vehicles up to \$1,000
- 5. Deductible reimbursement for fire dept. volunteers vehicles up to \$2,500
- 6. Towing and Labor up to \$500 for disabled ambulance
- 7. Freezing coverage for permanently attached equipment
- 8. Glass deductible waived for all vehicles for repairs only
- 9. Value Guard on all Fire Vehicles

Value Guard Endorsement on all Fire Trucks and Ambulances providing payment for loss or damage to be the lesser of:

- What it would cost to repair covered auto or part
- What it would cost to replace a part or parts with like kind without depreciation
- What it would cost to replace vehicle with new vehicle of like kind & quality

Please provide updated drivers list including date of birth and drivers license numbers

City of Willowick

VI. GENERAL LIABILITY

A.	Limit Per Occurrence	\$1,000,000
B.	Bodily Injury and Property Damage	Included
C.	Personal Injury/Advertising Injury	\$1,000,000
D.	Products/Completed Operations Aggregate	\$2,000,000
E.	General Aggregate.....	\$2,000,000
F.	Fire Damage Legal Liability	\$1,000,000
G.	Employer's Liability Stop-Gap.....	\$1,000,000
H.	Employee Benefits Liability	\$1,000,000

Employee Benefits Liability Retroactive Date: 1/1/2006

Additional Coverages Included:

1. Premises & Operations
2. Products & Completed Operations
3. Independent Contractors
4. Employees, Elected Officials & Volunteers as Additional Insureds
5. Temporary Liquor Liability
6. Blanket Contractual Liability
7. Broad Form Property Damage
8. Hostile Fire Pollution Liability
9. Non-Owned Aircraft
10. Non-Owned Watercraft (without size limit)
11. Fire Department Errors & Omissions

Exclusions:

1. Riot, Civil Commotion or Mob Action
2. Inverse Condemnation
3. Asbestos
4. Injury to Volunteer Firemen
5. Law Enforcement Activities
6. Failure to Supply
7. Pollution
8. Medical Payments

City of Willowick

VII. PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY

- A. Limit Each Claim \$1,000,000
- B. Annual Aggregate \$1,000,000
- C. Deductible \$2,500

Claims Made Coverage with full prior acts

Includes Employment Practices Liability

Loss of Wages:

- Per Claim \$100,000
- Aggregate \$250,000

Public Officials Non-Monetary Suit Defense:

- Per Claim \$10,000
- Aggregate \$50,000

Limited Civil Defense:

- Per Claim \$50,000
- Aggregate \$300,000

Regulatory Taking of Private Property:

- Per Claim \$100,000
- Aggregate \$100,000

Property Damage Definition Endorsement:

- Per Claim \$100,000
- Aggregate \$100,000

Employment Non-Monetary Suit Defense:

- Per Claim \$100,000
- Aggregate \$100,000

City of Willowick

VIII. LAW ENFORCEMENT LIABILITY

- A. Limit Each Person..... \$1,000,000
- B. Each Occurrence \$1,000,000
- C. Aggregate \$1,000,000
- D. Deductible \$5,000

Includes Consent to Settle with 70/30 Soft Hammer Clause
Includes Line of Duty Death Coverage
Includes Limited Sexual Abuse or Molestation Coverage

IX. UMBRELLA

- A. Limit Each Occurrence..... \$10,000,000
- B. Aggregate \$10,000,000
- C. Retention..... Nil

Coverage over General Liability, Automobile Liability, Law Enforcement,
Public Officials & Employment Practices Liability

Aggregate applies separately per location and to each line of coverage.
Umbrella Limit does not apply to any sub-limits under any underlying liability coverages.

City of Willowick

X. CYBER LIABILITY & DATA BREACH RESPONSE

A. Policy Aggregate Limit	\$50,000
B. Information Security and Privacy Aggregate Limit	\$50,000
C. Regulatory Defense and Penalties Aggregate Sublimit	\$25,000
D. Website Media and Content Liability Aggregate Limit	\$50,000
E. PCI Fines, Expenses and Costs Aggregate Sublimit.....	\$25,000
F. Cyber Extortion Aggregate Sublimit.....	\$20,000
G. First Party Data Protection Aggregate Sublimit	\$10,000
H. First Party Network Business Interruption Aggregate Sublimit	\$10,000
I. Fraudulent Instruction Aggregate Sublimit.....	\$5,000
J. Electronic Crime Aggregate Sublimit	\$5,000
K. Retention.....	\$2,500

DEDUCTIBLE OPTIONS

1. Increase Property Deductible to \$2,500 – Deduct \$788
2. Increase Comprehensive deductible to \$500 & Collision deductible to \$1,000 – Deduct \$1,484

**CITY OF WILLOWICK
JANUARY 1, 2023 RENEWAL**

	<u>2022-2023</u>		<u>Annualized</u>		<u>2023-2024</u>	
Property	\$11,278		\$11,278		\$14,100	✓
Inland Marine	8,533		8,805		9,147	✓
Crime	561		561		561	✓
General Liability	5,619		5,619		6,155	✓
Auto	38,298		36,418		41,329	✓
Public Officials	\$15,426		\$15,426		\$13,704	✓
Umbrella	<u>21,541</u>		<u>21,541</u>		<u>22,050</u>	✓
Cyber Liability	<u>50</u>		<u>50</u>		<u>50</u>	X
TOTAL (Selective)	\$101,306		\$99,698		\$107,096	
Law Enforcement (Hudson)	\$14,495		\$14,495		\$15,597	✓
Crime (Selective)	\$1,104		\$1,104		\$1,104	✓
Boiler (Travelers)	\$3,534		\$3,534		\$4,091	✓
TOTAL	\$120,389		\$118,831		\$127,888	

Auto

2021 = 61 vehicles
 2023 = 58 vehicles
 Added 10 new vehicles and deleted 13

$$\begin{array}{r} \\ \\ \hline \end{array}$$

Property

Increased values at renewal 4%
 Increased Location 2-1 Fire Station from \$3,243,032 to \$4,337,983
 Increased Location 3-2 Bath House from \$389,370 to \$485,832
 Increased Location 3-4 Pool Office from \$185,381 to \$272,207

Inland Marine

Added Equipment totaling \$70,211

General Liability

Expenditures increased 2%

Law Enforcement

- 1 Additional FT Officer
- 1 Additional Crossing Guard
- 1 Additional Dispatcher

**CITY OF WILLOWICK
JANUARY 1, 2023 RENEWAL**

	<u>2022-2023</u>		<u>Annualized</u>		<u>2023-2024</u>
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1 Additional FT Officer

1 Additional Crossing Guard

1 Additional Dispatcher

City of Willowick

CYBER LIABILITY OPTION

Liability

Privacy & Security	\$1,000,000
Payment Card Costs	\$1,000,000
Media	\$1,000,000
Regulatory Proceedings	\$1,000,000
Retention	\$25,000

Breach Response

Privacy Breach Notification	\$1,000,000
Computer and Legal Experts	\$1,000,000
Betterment	\$100,000
Cyber Extortion	\$1,000,000
Data Restoration	\$1,000,000
Public Relations	\$1,000,000
Retention	\$25,000

Cyber Crime

Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Retention	\$25,000
Social Engineering Fraud	\$100,000
Telecom Fraud	\$100,000
Retention	\$5,000

Business Loss

Business Interruption	\$1,000,000
Dependent Business Interruption	\$1,000,000
Dependent Business Interruption	
- System Failure	\$100,000
Dependent Business Interruption	
- Outsource Provider	\$100,000
Dependent Business Interruption	
- Outsource Provider – System Failure	\$100,000
Reputation Harm (\$5,000 Retention)	\$250,000
System Failure	\$1,000,000
Annual Aggregate	\$1,000,000
Claims Made Form – Full Prior Acts	

Annual Premium: \$10,250

COMPANY:
TRAVELERS CASUALTY & SURETY
A.M. BEST'S RATING: A++: XV

City of Willowick

Contingencies:

Quote is contingent upon the MFA being 100% compliant

Favorable underwriting review of all favorable responses to the vulnerabilities

Vulnerabilities

IP ADDRESS	LAST SEEN	FIRST SEEN	DETAILS
98.103.4.138	03/18/2021	03/11/2021	CVE-2021-26855
98.103.4.138	03/18/2021	03/11/2021	CVE-2021-26857
98.103.4.138	03/18/2021	03/11/2021	CVE-2021-26858
98.103.4.138	03/18/2021	03/11/2021	CVE-2021-27085

Those questions are:

Exchange Vulnerability Question Set

Has the organization used Microsoft Exchange server on-premise at any time in 2021 or 2022?

If YES, what is the latest specific version of Microsoft Exchange server they use(d)?

MS Exchange Server 2019 Build 15.2.858.15 or higher

MS Exchange Server 2016 Build 15.1.2176.14 or higher

MS Exchange Server 2013 Build 15.0.1497.18 or higher

Other (Please provide detail)

Did the organization update to the version specified above on or before June 14th, 2021?

If after June 14th, 2021 what was the specific date the organization installed the update?



10147-H Royalton Road
North Royalton, Ohio 44133
Phone: 440/877-2000 Fax: 440/877-2001

EXECUTIVE SUMMARY

Comfort Control Systems proposal for a **Service Preventive Maintenance Program** for the **City of Willowick** is presented below. A complete description of all services is included on the following pages. A report of the services performed will be provided to you after each visit.

PROFESSIONAL PREVENTIVE MAINTENANCE PROGRAM

This program is designed to maintain the efficiency, safety, reliability, and durability of your environmental control equipment.

This program provides investment protection, reduced operating costs, and peace of mind. As a contract client, you will receive preferred service rates, a **TWO HOUR GUARANTEED RESPONSE** on all emergency service calls and Comfort Control Systems **UNCONDITIONAL GUARANTEE**. Copies of these guarantees are included with this proposal.

The investment for a Comfort Control Systems Professional **Preventive Maintenance** Program With **(2) visits** annually (see on equipment page) is **\$3,898.00 per year**, to be paid **Quarterly** in advance, beginning on **December 1,2022**

In brief, the scope of Comfort Control Systems services include:

X	CONDENSATE PAN TREATMENT		FACILITY AUTOMATION
X	AIR CONDITIONING EQUIPMENT		PRECISION AIR CONDITIONING EQUIPMENT
X	HEATING EQUIPMENT		ELECTRICAL EQUIPMENT
X	AIR FILTERS LABOR ONLY		INDUSTRIAL CONTROL/RECORDERS
X	COIL CLEANING/LABOR /MATERIAL		COMPRESSED AIR SYSTEM
	WATER TREATMENT		REMOTE MONITORING

PROFESSIONAL PREVENTIVE MAINTENANCE PROGRAM

Comfort Control Systems Proactive Preventive Maintenance Program is designed to protect your capital investment, minimize downtime, and eliminate costs for emergency service for the term of the agreement. It is based on a preventive maintenance concept, which incorporates efficiency, safety, reliability, and durability (service life) as its objectives. Some typical procedures performed with this agreement are as follows:

- Complete inspection of unit as described within
- Annual belt change per manufacturer’s specifications
- Test, and record operating parameters per manufacturers recommendations
- Verification of proper operating sequences
- Proactive preventive maintenance per manufacturers recommendations
- Comfort Control Systems UNCONDITIONAL GUARANTEE

The usual manner of maintaining equipment uses a failure response or inspection only approach. The failure response approach means repairing equipment after it has failed. The inspection approach means regular filter changes and visual inspections. Neither approach addresses the efficiency, reliability, and durability of your equipment.

The benefits of a professional proactive preventive maintenance program are particularly important for the mechanical systems in your facility. Comfort Control Systems understands the critical nature of these systems and the costs incurred if they should fail to operate. Our goal is to insure that these mechanical systems will never be the cause of facility "down time."

Mechanical systems are responsible for approximately 25% of your facility's utility consumption. It is therefore prudent to keep this equipment operating at peak efficiency. Comfort Control Systems professional proactive preventive maintenance programs are designed to do just that.

By performing these procedures it protects and optimizes your investment, lowers power consumption, and offers peace of mind. As a valued service agreement client, you will receive a TWO HOUR GUARANTEED RESPONSE on all emergency service calls.

An ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) Technical Committee conducted a nationwide survey to determine the expected service life of various equipment. With proper, qualified proactive preventive maintenance your equipment will exceed the average life expectancy for mechanical equipment in the ASHRAE survey. A Proactive Preventive Maintenance Program can also provide the following advantages:

INVESTMENT PROTECTION - your mechanical system represents a substantial capital investment. A Comfort Control Systems professional proactive preventive maintenance program can extend the service life of that investment.

LOWER POWER CONSUMPTION - Properly maintained equipment operates at peak efficiencies, which saves you money.

PREFERRED SERVICE – Comfort Control Systems agreement clients receive preferred service ahead of non-agreement customers and at a PREFERRED SERVICE RATE described in "Terms and Conditions."

DOCUMENTATION - A report of the services performed is provided to you every time your facility is visited.

PEACE OF MIND - Most problems can be caught in the early stages before complete system failure occurs. Expensive and disruptive emergency calls are thus reduced.

IMPROVED COST CONTROL - Maintenance costs are known and can be budgeted.

*

DESCRIPTION OF EQUIPMENT

*

Comfort Control Systems proposes to perform professional proactive preventive maintenance for **City of Willowick** on the equipment listed below. The specific items to be checked are listed on the page below:

EQUIPMENT LIST

Qty.	Building	Location	Component	Model
4	MUNICIPAL CENTER	BASEMENT	DOMESTIC HWT	MJ99-0870051
4	MUNICIPAL CENTER	SOUTH SIDE OF GROUND	POLICE DISPATCH	130722DA4F
4	MUNICIPAL CENTER	DISPATCH CEILING	POLICE DISPATCH	12A00545T
4	MUNICIPAL CENTER	JAIL CEILING	JAIL HEATING UNIT	
4	MUNICIPAL CENTER	FIRING RANGE	FIRING RANGE UNIT	
4	MUNICIPAL CENTER	ROOF	ROOFTOP COOLING UNIT	C11C01603
4	MUNICIPAL CENTER	ROOF	EXHAUST FAN	
4	MUNICIPAL CENTER	ROOF	EXHAUST FAN	
4	MUNICIPAL CENTER	BASEMENT	PNEUMATIC COMPRESSOR	942169-2
4	MUNICIPAL CENTER		EXHAUST FAN JAIL	
4	MUNICIPAL CENTER	GARAGE	JAIL EXHAUST UNIT	
2	MANRY RECREATION	ROOF	GYM MUA UNIT	M6651-HV1
2	MANRY RECREATION	ROOF	RTU HVAC UNIT	P26104178D
2	MANRY RECREATION	ROOF	CONDENSING UNIT #1	2507G40054
2	MANRY RECREATION	ROOF	CONDENSER #2	2507G40053
2	FIRE DEPT	UPPER GARAGE	DOMESTIC HWT	KG0719284
2	FIRE DEPT	GARAGE TOWER	EXHAUST FAN	
2	FIRE DEPT	DAY RM CEILING	LUNCHROOM FURNACE	BHYPO14234
2	FIRE DEPT	LOCKER RM CEILING	DORM RM FURNACE	BHYP017861
2	FIRE DEPT	LAUNDRY RM CEILING	CLASSRM FURNACE	BHYP016219
2	FIRE DEPT	FILE RM CEILING	OFFICE FURNACE	BCYP024101
2	FIRE DEPT	BAY	HEATER	
2	FIRE DEPT	BAY	EXHAUST FAN	
2	SERVICE DEPT	ROOF	HVAC UNIT#1	N29102592D
2	SERVICE DEPT	ROOF	HVAC UNIT #2	N262JH41H
2	SERVICE DEPT	ROOF	HVAC UNIT #3	N262PTW1H
2	SERVICE DEPT	LOFT MECHANIC AREA	MUA HEATER	DK1725MUA2
2	SERVICE DEPT	LOFT MECHANIC RM	VEHICLE EXHAUST FAN	98A21447
2	SERVICE DEPT	LOFT MECHANIC RM	MECHANICAL EXHAUST #9	98A21180
2	SERVICE DEPT	LOFT AREA	MUA HEATER	DK1725MUA1
2		Dudley Field House	Furnace	

PROACTIVE PROFESSIONAL MAINTENANCE PROGRAM

Comfort Control Systems proposes to perform professional **Proactive Preventive Maintenance** service for the equipment at **City of Willowick** as outlined below:

EQUIPMENT	SERVICE DESCRIPTION
ROOFTOP HVAC UNIT	
Filter Section	REPLACE FILTERS AS NEEDED.
Fresh Air Damper	CHECK FOR PROPER OPERATION. ADJUST AND CALIBRATE. LUBRICATED BEARINGS.
Return Air Damper	CHECK FOR PROPER OPERATION. ADJUST AND CALIBRATE. LUBRICATE BEARINGS.
Exhaust Air Damper	CHECK FOR PROPER OPERATION. ADJUST AND CALIBRATE. LUBRICATE BEARINGS.
Return and Supply Fans	LUBRICATE BEARINGS. CHECK FOR BEARING WEAR. CLEAN DIRT ACCUMULATION. CHECK DRIVE COUPLINGS AND TIGHTEN. CHECK BELTS AND REPLACE AS NECESSARY. CHECK ALIGNMENT OF SHAFT. CHECK FAN BLADE TIGHTNESS TO SHAFT.
Return and Supply Fan Motors	INSPECT STARTER COILS. INSPECT AND CLEAN CONTACTS. TIGHTEN ALL ELECTRICAL CONNECTIONS. CHECK OPERATING CURRENT AND VOLTAGE. CHECK FOR VIBRATION. LUBRICATE BEARINGS. CHECK MOTOR INSULATION RESISTANCE. CHECK MOTOR MOUNTS AND TIGHTEN.
Electrical Disconnect	INSPECT AND CLEAN CONTACTS. CHECK FOR PROPER OPERATION.
Condenser fan	CLEAN DIRT ACCUMULATION. LUBRICATE BEARINGS. CHECK FOR BEARING WEAR. CHECK DRIVE COUPLING AND BELTS. ADJUST TIGHTNESS OR CHANGE BELTS AS NECESSARY.
Condenser Coil	CLEAN FIN SURFACES. COMB BENT FINS. CHECK FOR LEAKS.

- Compressor
 - CHECK FOR CORROSION.
 - INSPECT COMPRESSOR.
 - CHECK FOR VIBRATION.
 - CHECK OPERATION OF UNLOADERS.
 - TAKE OIL SAMPLE FOR ANALYSIS IF APPLICABLE.
 - CHANGE OIL AS NEEDED.
 - PERFORM ACID TEST.
 - CHECK CRANKCASE HEATER.
 - CHECK SUCTION, DISCHARGE AND SUPERHEAT AND RECORD.
 - CHECK AND ADJUST REFRIGERANT CONTROLS.
 - LEAK TEST SYSTEM – ELECTRONIC.
 - VERIFY COMPRESSOR AMP DRAW.
 - VERIFY PROPER OIL PRESSURE AND LEVEL.
 - VERIFY PROPER REFRIGERANT CHARGE.
 - VERIFY PROPER OPERATING TEMPERATURES AND PRESSURES.
 - ADJUST AS NEEDED.
 - Cooling Coil
 - INSPECT AND CLEAN SURFACES.
 - COMB BENT FINS.
 - Burner Section
 - CHECK FOR CORROSION AND LEAKS.
 - PERFORM DRAFT AND COMBUSTION TEST.
 - CLEAN AND INSPECT NOZZLES.
 - CLEAN AND INSPECT BLOWER.
 - LUBRICATE BLOWER MOTOR.
 - TEST SAFETY CONTROLS.
 - Heating Section
 - INSPECT AND CLEAN.
 - CHECK FOR CORROSION.
 - General
 - CHECK FOR LEAKS.
 - CHECK OUTSIDE AIR INTAKE
- SCREENS.
- CHECK ECONOMIZER OPERATION & MINIMUM POSITION.

ADDITIONAL SERVICES INCLUDED

- YEARLY CONDENSATE PAN BACTERIA TREATMENT
- AS NEEDED BUT AT LEAST ONE TIME PER YEAR
CONDENSER COIL CLEANING
- FOLLOW UP REPORTS ON CONDITION AND
RECOMMENDATIONS AFTER EACH VISIT
- FILTERS TO BE SUPPLIED BY CITY
- BELTS TO BE SUPPLIED BY CITY
- 2 INSPECTIONS PER YEAR

**PROFESSIONAL PREVENTIVE MAINTENANCE AGREEMENT
PRICING AND ACCEPTANCE**

CLIENT: **City of Willowick**
31230 Vine St.
Willowick, OH 44095
ATTN: Mr. Terry McCarthy

LOCATIONS:

- Willowick Municipal Center 30435 Lakeshore Blvd.
- Community Center 314 East 314th Street
- Manry Recreation 30001 Arnold Drive
- Dudley Pool 31500 Willowick Drive
- Fire Department 30435 Lakeshore Blvd
- Service Department 31230 Vine Street

Comfort Control Systems agrees to perform the proactive preventive maintenance, service and repairs on the equipment listed on page 5 in accordance with the "General Terms and Conditions."

City of Willowick, Willowick Municipal Center will be provided after each visit with a report of all services performed, findings and recommendations. Comfort Control Systems will provide all labor, tools, test equipment and materials where required to perform this professional proactive preventive maintenance program.

All preventive maintenance shall be done during regular working hours (7:00 AM - 5:00 PM Monday through Friday) unless otherwise specified. **City of Willowick, Willowick Municipal Center** agrees to permit properly identified representatives of Comfort Control Systems access to the mechanical systems in your facility. Emergency service is available 24 hours per day.

The AGREEMENT PRICE is **\$3,898.00 per year**, to be paid **Quarterly** in advance, beginning on **December 1,2022** and mailed to Comfort Control Systems 10147 H Royalton Rd. North Royalton, Ohio 44133 440/877-2000

This agreement is EFFECTIVE from the acceptance date for a period of one year.

Proposed by: *Jim Finucane* Date: December 1, 2022

CLIENT APPROVAL

Signature: _____

Title: _____

Acceptance Date: _____

GENERAL TERMS AND CONDITIONS

PRICE ADJUSTMENT

The AGREEMENT PRICE is subject to adjustment by Comfort Control Systems on the agreement anniversary date. This adjustment would provide for changes in labor and material costs. Notice of adjustment to the agreement price shall be provided in writing 30 days prior to the contract anniversary date.

LIABILITY

Comfort Control Systems responsibility for injury to persons or property shall be limited to injury caused directly by its negligence in performing operations under this agreement. Comfort Control SYSTEMS will not be liable for any equipment damaged by reason of client negligence, faulty system design, misuse, abuse by others or caused by conditions beyond our reasonable control. The certified coverage plan does not include the maintenance, repair or replacement of: electrical disconnects, cabinets, ductwork, insulation of any equipment not covered by this agreement, damage from freezing, corrosion, electrolysis, drain stoppage, or plumbing beyond equipment, gas lines, domestic water lines, non-moving parts of heating, cooling and ventilating equipment such as ductwork. In no event shall Comfort Control Systems be liable for business interruption losses or consequential or speculative damage. However, this shall not relieve Comfort Control System of liability for damages to property or injury to persons resulting from accidents caused directly by the negligence of Comfort Control Systems in the performance of its obligations under this agreement

ADDITIONAL WORK

Additional work or repairs as authorized by **City of Willowick, Willowick Municipal Center** and shall be billed in accordance with the PREFERRED PAYMENT TERMS AT THE PREFERRED CUSTOMER RATES.

PAYMENT TERMS:

**Net 30 days, over 30 days,
1 1/2 % interest charge per month from date of invoice**

PREFERRED CUSTOMER RATES

Straight time \$85.00 per hour.
Overtime \$127.50 per hour.
20% discount off List Price on all parts and materials.

CLIENT RESPONSIBILITY

- Operate the equipment in accordance with manufacturer's recommendations.
- Promptly notifies Comfort Control Systems of unusual operating conditions.
- Pay for all materials and services not included in this agreement.
- Exceptions under this agreement Comfort Control Systems will pay for direct damage to equipment (not for any consequential damage or loss).

Exclusions

- Nuclear Destruction; War or Military Action; Ordinance or Law; Improper Conditions such as Light, Heat, Cold, Power; Environmental Catastrophe such as Floods, Earthquakes, Tornado, etc.

With this program the responsibility for maintaining your environmental control equipment is located at a single source, in the capable hands of a company that demonstrates a high level of technical competence, Comfort Control Systems.