



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, November 02, 2021 at 7:30 PM
City Council Chambers

ADA NOTICE

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

AGENDA

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

- [1.](#) Motion to approve the minutes of the Regular City Council Meeting of October 19th, 2021.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Recreation Director – Julie Kless

City Engineer – Tim McLaughlin

Finance Director – Cheryl Benedict

Law Director – Stephanie Landgraf

Police Chief – Brian Turner

Fire Chief – Joe Tennyson

Chief Housing/Zoning Inspector – Sean Brennan

Economic Development Manager – Monica Drake

WARD MATTERS

PUBLIC PARTICIPATION

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

REPORTS OF STANDING COMMITTEES

Finance – Vanni, Bisbee, Koudela

Safety – Phares, Malta, Bisbee

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

Streets, Sidewalks & Sewers – Vanni, Malta, Antosh

Tax Compliance – Koudela, Antosh, Patton

Moral Claims – Antosh, Phares, Patton

Budget – Vanni, Koudela, Patton

LIAISON REPORTS

Planning – Phares/Alternate Koudela

Board of Zoning Appeals – Koudela/Alternate Vanni

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Plan Review Board – Antosh

Hearts & Hammers – Malta

FUND TRANSFERS & BID AUTHORIZATIONS

CONTRACT APPROVALS

- 2. Motion authorizing the Mayor to enter into a contract with Active Networking, Inc. for 192 hours of IT maintenance and support in the amount of \$17,664.
- 3. Motion authorizing the Mayor to enter into a one-year contract with AT&T for six POTS lines in the monthly amount of \$390.00.

INTRODUCTION & CONSIDERATION OF LEGISLATION

- 4. Ordinance No. 2021-49 (Law Director)

An Ordinance amending Chapter 921 of the Codified Ordinances of the City of Willowick, Ohio, titled "Streets, Utilities and Public Services Code;" specifically, Section 921.08, titled "Sanitary Sewer Rental Rates," to provide a use charge rate based upon \$4.935 per 100 cubic feet of water, establish a minimum quarterly billing for such use charge rate of \$39.48 per 800 cubic feet of water, or part thereof.

- 5. Ordinance No. 2021-50 (Finance Director)

An Ordinance amending Ordinance 2021-9 to provide for additional appropriations from the General Fund (101); Street Construction Maintenance & Repair Fund (202); Street Lighting Fund (204); Sewer Revenue Fund (205); Fire Emergency Rescue Fund (208); Street Improvement Levy Fund (213); Permissive License Fee Fund (215); Drug Law Enforcement

Fund (218); Senior Citizens Center Fund (220); and the Coronavirus Relief Grant Fund (226) for current expenses and other expenditures of the City of Willowick, State of Ohio, during the calendar year ending December 31, 2021, and declaring an emergency.

6. Resolution No. 2021-34 (Law Director)

A Resolution authorizing the Mayor of the City of Willowick to enter into a contract with Comfort Control Systems for a Professional Service Preventative Maintenance Program for a period of one (1) year in the amount of \$5,998.00, and declaring an emergency.

7. Resolution No. 2021-35 (Law Director)

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.

8. Resolution No. 2021-36 (Finance Director)

A Resolution to approve authorizations (Then and Now Certificate) to CityForce in the amount of \$5,400., for the City of Willowick, and declaring an emergency.

MISCELLANEOUS

9. Motion to authorize the Mayor to execute a Consent Authorization for Modification of the terms of a ground lease with Crown Castle dated March 2, 2004 to construct an AT&T generator on a concrete pad at 31230 Vine Street, Willowick, Ohio.

PUBLIC PARTICIPATION

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

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, October 19, 2021 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 - 16)

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

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

PRESENT

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

ALSO PRESENT

Mayor Regovich, Finance Director Benedict, Law Director Landgraf, Fire Chief Tennyson, Police Chief Turner, Service Director Shannon, Chief Building and Zoning Inspector Brennan, City Engineer McLaughlin, Economic Manager Drake and Council Clerk Trend. Recreation Director Kless was absent.

APPROVAL OF MINUTES

1. Motion made by Mr. Malta, seconded by Ms. Bisbee to approve the Regular City Council Meeting Minutes of October 19th, 2021.

Discussion: None.

Vote: All ayes. Motion carried.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

2. A Proclamation honoring Marge Yonchak on her 100th birthday was read by Mayor Regovich.
3. A Proclamation declaring November as Family Court Awareness Month was read by Mayor Regovich.

ADMINISTRATIVE APPEALS**4. Administrative Appeal No. 2021-25 - Finish Line Car Wash (Not Recommended by BZA)**

An Order granting a variance and exception of 8 ft. to allow a ground sign already installed to remain 2' from the sidewalk in the application of section 1349.08(d)(4) of the Codified Ordinances in Board of Zoning Appeals.

Tabled 8-3-21 Tabled 9-7-21 Tabled 9-21-21 Tabled 10-5-21

Motion made by Mr. Vanni, seconded by Ms. Bisbee to remove Administrative Appeal Order No. 2021-25 from the table.

Discussion: None.

Vote: All ayes. Motion carried.

Ms. Landgraf stated that she has advised the applicant that the motion will go up for a vote on tonight's meeting. The applicant was not present this evening. Mr. Patton stated that when the item was officially submitted for review it was not recommended by BZA however it is presented in the affirmative.

Motion made by Mr. Vanni, seconded by Ms. Antosh to grant Administrative Appeal Order No. 2021-25.

Discussion: None.

Vote: All nays. Motion was denied.

5. Administrative Appeal Order No. 2021-36 - Corral (Recommended by BZA)

An Order granting a variance and exception of 4" owner constructed a swimming pool deck 32" from the property line without permit or approval in the application of Section 1339.13(d) of the Codified Ordinances in Board of Zoning Appeals.

The applicant Mr. Corral was present and stated that he did attempt to get the permit for the deck but did things in the wrong order. The permits have been taken care of now. Jim Gazso of 328 Blissfield Dr. and Bill Carter 320 Blissfield Dr. are neighbor's of Mr. Corral's and neither had an objection.

Motion made by Mr. Malta, seconded by Ms. Antosh to grant Administrative Appeal Order No. 2021-36.

Discussion: None.

Vote: All ayes. Motion carried.

6. Administrative Appeal Order No. 2021-37 - Steimle #1 (Recommended by BZA)

An Order granting a variance and exception of 24 sq. ft. to build a 600 sq. ft. garage in the application of Section 1163.07 of the Codified Ordinances in Board of Zoning Appeals.

The applicant Mr. Steimle was present and stated he wants to build a garage in the exact spot as the old one but if he has to move it over by 1' it will not line up with the driveway.

Motion made by Ms. Antosh, seconded by Ms. Bisbee to grant Administrative Appeal Order No. 2021-37.

Discussion: None.

Vote: All ayes. Motion carried.

7. Administrative Appeal Order No. 2021-38 - Steimle #2 (Recommended by BZA)

An Order granting a variance and exception of 1' 9" side yard for garage to be 8' 3" from the neighbor shed in the application of Section 1163.07 of the Codified Ordinances in Board of Zoning Appeals.

Motion made by Ms. Antosh, seconded by Mr. Phares to grant Administrative Appeal Order No. 2021-38.

Discussion: None.

Vote: All ayes. Motion carried.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

House and condominium sales are still going well in the City. The TLCI grant was officially approved for the Lakefront Development and a presentation for Council will be scheduled soon. The traffic light at E. 305 and SR 2 is currently right turn only during certain hours. The City is looking to move forward on making this a right turn only lane all of the time.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

None.

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Report submitted electronically. Leaf pick up begins November 15th and goes through December 3rd. The trucks will make a **one** time pass through the City. Twenty-five manholes have been encapsulated on Willowick Dr. under the Road Program.

Recreation Director – Julie Kless

Report submitted - Absent

City Engineer – Tim McLaughlin

No report. Mr. McLaughlin provided a graph showing from 2009 to current road resurfacing costs have gone up between 44% and 52% and the cost is going to continue to go up in part due to the supply chain issues and inflation. The motion on tonight's agenda is to get a head start on next year's Road Program. Mayor Regovich stated that he wants to get out to bid earlier before the contractor's get too busy and locked down into other jobs.

Finance Director – Cheryl Benedict

No report.

Law Director – Stephanie Landgraf

No report.

Police Chief – Brian Turner

No report.

Fire Chief – Joe Tennyson

No report.

Chief Housing/Zoning Inspector – Sean Brennan

No report.

Economic Development Manager – Monica Drake

Chipolte is slated to open in the new Shoregate building on November 17th and Starbucks is still working on the lease agreement.

WARD MATTERS

None.

PUBLIC PARTICIPATION

a) Public statement (1 minute maximum)

b) Council response to the public

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

Mike Bowen from E. 319th St. is interested in constructing a memorial for the Nike site which was located where Manry Park is currently. Information was provided to Council.

REPORTS OF STANDING COMMITTEES**Finance – Vanni, Bisbee, Koudela**

Sewer rates were discussed at the joint Budget-Finance Committee meeting this evening. The committee voted to raise the rates 10% to cover the cost that Euclid passes along for all of the improvements the EPA is requiring them do to their plant. This will be put on the agenda for three readings.

Safety – Phares, Malta, Bisbee

None.

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

No report. Mr. Malta will help Mr. Bowen with the Nike memorial project.

Streets, Sidewalks & Sewers – Vanni, Malta, Antosh

Meeting scheduled for November 2nd at 6:30 p.m.

Tax Compliance – Koudela, Antosh, Patton

No report.

Moral Claims – Antosh, Phares, Patton

No report.

Budget – Vanni, Koudela, Patton

The budget is currently on track. The Sewer Fund is running low and needs to be brought back up. Another round of COVID money is coming to the City however it is very restrictive and can only be used for infrastructure and is really specific to broadband and sewers.

LIAISON REPORTS**Planning – Phares/Alternate Koudela**

No report.

Board of Zoning Appeals – Koudela/Alternate Vanni

No report.

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

No report.

Recreation Board – Bisbee/Alternate Phares

No report.

Plan Review Board – Antosh

Paasha Turkish Kitchen has submitted paperwork to go into the old Sports Fanatics.

Hearts & Hammers – Malta

Mr. Malta can be contacted at 440-488-1757 to sign up for Fall clean up. The Hearts & Hammers Fundraiser will be on Saturday, January 29th, 2022.

FUND TRANSFERS & BID AUTHORIZATIONS

None.

CONTRACT APPROVALS

None.

INTRODUCTION & CONSIDERATION OF LEGISLATION**8. Resolution No. 2021-32 (Law Director)**

A Resolution authorizing the Mayor to accept the technical proposal submitted by Environmental Design Group for the Willowick Lakefront Connectivity and Downtown Redevelopment Plan, and execute all agreements pursuant thereto, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Malta to waive the three readings on Resolution No. 2021-32.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Phares to approve Resolution No. 2021-32.

Discussion: None.

Vote: All ayes. Motion carried.

9. Resolution No. 2021-33 (Finance Director)

A Resolution to approve authorizations (Then and Now Certificate) to Adler Team Sports in the amount of \$6,311.60, for the City of Willowick, and declaring an emergency.

Motion made by Mr. Malta, seconded by Ms. Antosh to waive the three readings on Resolution No. 2021-33.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Vanni to approve Resolution No. 2021-33.

Discussion: None.

Vote: All ayes. Motion carried.

MISCELLANEOUS

10. Motion made by Ms. Antosh, seconded by Mr. Malta to authorize the Mayor to accept the Cargill price quote for calcium chloride road brine for the 2021-2022 winter season at a rate not to exceed \$.58/gallon.

Discussion: None.

Vote: All ayes. Motion carried.

11. Motion made by Ms. Antosh, seconded by Ms. Bisbee authorizing Dawn Snyder to approve Purchase Orders during the Finance Director's absence from the city starting November 4th through November 19, 2021.

Discussion: None.

Vote: All ayes. Motion carried.

12. Motion made by Ms. Antosh, seconded by Mr. Vanni authorizing CT Consultants to perform preliminary engineering, prepare plans and bid documents, obtain bids, and perform all construction administration and inspection services for the 2022 Street Improvements Project and for a fee not to exceed \$75,000 in accordance with the Agreement for engineering services.

Discussion: None.

Vote: All ayes. Motion carried.

13. Motion made by Ms. Antosh, seconded by Ms. Bisbee to declare an Okidata Microliner 395, 24 pin printer, Serial No. B2KML395 and City Tag No. 1030, declaring it as surplus, obsolete, unneeded and unfit for public use and authorizing its disposal.

Discussion: None.

Vote: All ayes. Motion carried.

14. Motion made by Ms. Antosh, seconded by Ms. Bisbee to declare a Hedman Model EDP 2000 check signing machine, Serial No. 30J3644 and City Tag No. 00007, declaring it as surplus, obsolete, unneeded and unfit for public use and authorizing its disposal.

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.

OTHER BUSINESS

On behalf of City Council Mr. Malta wanted to extend condolences to the Sterk family with the passing of "Papa Joe".

ADJOURNMENT

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

Meeting adjourned at 8:14 p.m.

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Maintenance and Support Service Contract

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

1. General Terms

a. Client Name City of Willowick

b. Address 30435 Lakeshore Blvd

c. Phone 1-440-585-2700

d. Fax 1-440-585-3220

e. E-Mail cbenedict@cityofwillowick.com

f. Terms 30 Day's

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: 2021-2022 Maintenance Support
16 Per Month Maintenance Plan 192 Hours Total
Cost: \$17,664.00

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: \$17,644.00 Active Networking, Inc. Authorized Representative

Print Name: Thomas Souza

Method of Payment: _____ Title: President

Signature: _____



**AT&T BUSINESS LOCAL CALLING
ILEC CONFIRMATION OF SERVICE ORDER
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

Customer	AT&T
City of Willowick Street Address: 30435 Lakeshore Blvd. City: Willowick State/Province: OH Zip Code: 44095 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Holly Freed Title: Finance Assistant/Accountant Street Address: 0435 Lakeshore Blvd. City: Willowick State/Province: OH Zip Code: 44095 Country: USA Telephone: (440) 585-3700 Fax: (440) 585-3220 Email: hfreed@cityofwillowick.com Customer Account Number or Master Account Number: 440 944 1575 444	Name: Shannon McAffry Street Address: 1605 WESTERN AVE City: Cincinnati State/Province: OH Zip Code: 45214 Country: USA Telephone: 5133759655 Fax: Email: sm5134@att.com Sales/Branch Manager: Perkins SCVP Name: Troup Sales Strata: LED Sales Region: Great Lakes <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase the Service identified below in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE STATE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/>. IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. "Service Publication" means a Tariff, Guidebook or Service Guide. The Service is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication in any way. In the event a Service Publication term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The applicable AT&T Service Publication(s) for each state are identified in Attachment A.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**AT&T BUSINESS LOCAL CALLING
ILEC CONFIRMATION OF SERVICE ORDER
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION**1.1 Service and Service Provider**

Business Package ("Service")	Service Providing Affiliate(s) and Service Publication(s), as applicable
AT&T Business Local Calling ("BLC")	Listed in Attachment A

1.2 Service Description - Available Line Option Package(s); Service Components

Identified for the Service in applicable Service Publication(s)

1.3 Eligible Billing Telephone Numbers (BTNs)

See Attachment B

2. TERM and EFFECTIVE DATES

Term	12 Months
Term Start Date	The next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Per Billing Telephone Number ("BTN"), on the next calendar day immediately following implementation of applicable Line Option Package in the applicable AT&T systems
Rates Following Termination or Expiration of the Term	Applicable Service Publication rates then in effect

3. RATES and INITIAL ORDER

- Monthly Recurring Charge (MRC)
- Non-Recurring Charge (NRC)

3.1. Monthly Rates - Rates in this section 3.1 are stabilized until the end of the Term.

State(s)	Line Option Packages	MRC Per BLC Line
AL, CA, FL, GA, NV	Unlimited A (Option A)	\$80.00
AR, IL, KY, MI, MO, MS, OH, OK, SC, TN, TX, WI	Unlimited A (Option A)	\$70.00
IN, KS, LA, NC	Unlimited A (Option A)	\$60.00
AL, CA, FL, GA, NV	Unlimited B (Option B)	\$75.00*
* AR, IL, KY, MI, MO, MS, OH, OK, SC, TN, TX, WI	Unlimited B (Option B)	\$65.00*
IN, KS, LA, NC	Unlimited B (Option B)	\$55.00*
*BLC Unlimited B Package pricing does not include Standalone Vertical Features as identified in the applicable Service Publication		

**AT&T BUSINESS LOCAL CALLING
ILEC CONFIRMATION OF SERVICE ORDER
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

3.2. BLC Unlimited A and B (Standalone Vertical Features) - MRC

Each Standalone Vertical Feature* (as identified in the applicable Service Publication)	MRC
Per BLC line	As per applicable Service Publication
* if vertical feature is not part of Line Option Package	

3.3 BLC Unlimited A and B NRC Waivers

Each Standalone Vertical Feature (as identified in the applicable Service Publication)	NRC
Per BLC line	All NRCs are waived, except any NRCs associated with Standalone Vertical Features added after the initial access line order, as per applicable Service Publication

3.4 Quantity Commitment

Description	Quantity Commitment
Only BLC access lines associated with a BTN listed in Attachment B or a BTN added to the Service by Customer during the Term contribute to the Quantity Commitment.	1

4. EARLY TERMINATION CHARGE

If Customer terminates the CSO before the expiration of the Term, Customer will pay the Early Termination Charge below, subject to the exceptions described herein.

Service Components	State(s)	Applicable Rate Applied for Calculation of Early Termination Charges
BLC access lines subject to Quantity Commitment	AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, AL, FL, GA, KY, LA, MS, NC, SC, TN	\$15.00
Main BTN: 440 9441575		State of Main BTN: (ex: IL) OH
Early Termination Charge = (Rate for Early Termination Charges) x (Initial Quantity Commitment) x (number of months remaining in Term)		

The termination charges above may not apply if:

- (i) Customer concurrently converts to another AT&T access and local usage plan with a term equal to or greater than the time left on the Business Local Calling Plan.
- (ii) Customer concurrently converts to an upgraded technology with AT&T and commits to a term equal to or greater than the time remaining on the Business Local Calling term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause.
- (iii) Customer terminates this agreement and executes a new Business Local Calling agreement with a term period greater than the time remaining on the existing Business Local Calling agreement. The new service agreement will be based on the term plan rates in effect at the time of establishing the new agreement.

5. GENERAL PROVISIONS

- Additional BLC access lines under a BLC account may be ordered during the Term.
- BLC access lines subscribed to under a Line Option Package may not be placed on Customer-initiated temporary suspension.

Attachments A and B follow

9_12_state_blc_19_less_cso	AT&T and Customer Confidential Information Page 3 of 5	v07022019
----------------------------	--	-----------

**AT&T BUSINESS LOCAL CALLING
ILEC CONFIRMATION OF SERVICE ORDER
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

ATTACHMENT A

AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE

Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
AT&T Alabama	AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/al/product_line.htm
AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/ar/index.html
AT&T California	AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8	http://cpr.att.com/guidebook/ca/index.html http://cpr.att.com/guidebook/ct/index.html
AT&T Florida	AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/fl/product_line.htm
AT&T Georgia	AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ga/product_line.htm
AT&T Illinois	AT&T Illinois Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/il/index.html
AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/pdf/ks/index.html
AT&T Kentucky	AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ky/product_line.htm
AT&T Louisiana	AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/la/product_line.htm
AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mi/index.html
AT&T Mississippi	AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ms/product_line.htm
AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
AT&T Nevada	AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8	http://cpr.att.com/guidebook/nv/index.html
AT&T North Carolina	AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/nc/product_line.htm
AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
AT&T South Carolina	AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/sc/product_line.htm
AT&T Tennessee	AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/tn/product_line.htm
AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

**AT&T BUSINESS LOCAL CALLING
ILEC CONFIRMATION OF SERVICE ORDER
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

**ATTACHMENT B
BILLING TELEPHONE NUMBER (BTN) LIST**

(All Lines under each BTN must be subscribed to a Line Option Package.)

Region (MW, SW, W, SE)	State (ex. FL)	10-digit BTN
MW	OH	4409441575
MW	OH	4405161457
MW	OH	4405133015
MW	OH	4409433970
MW	OH	4409435801

Region (MW, SW, W, SE)	State (ex: FL)	10-Digit BTN
MW	OH	4405163015

If Customer has more than 10 BTNs, list BTNs in the box below.

--

ORDINANCE NO. 2021-49

AN ORDINANCE AMENDING CHAPTER 921 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “STREETS, UTILITIES AND PUBLIC SERVICES CODE;” SPECIFICALLY, SECTION 921.08, TITLED “SANITARY SEWER RENTAL RATES,” TO PROVIDE A USE CHARGE RATE BASED UPON \$4.935 PER 100 CUBIC FEET OF WATER, ESTABLISH A MINIMUM QUARTERLY BILLING FOR SUCH USE CHARGE RATE OF \$39.48 PER 800 CUBIC FEET OF WATER, OR PART THEREOF.

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

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

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

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

921.08 SANITARY SEWER RENTAL RATES.

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

(b)(1) Every person, firm or corporation whose lots, lands or premises are served by a connection with the sanitary sewerage system of the City shall pay for discharging sewage, industrial wastes, waste or other liquids either directly or indirectly into the sanitary sewerage system, a sewer rental charge based upon the quantity of metered water used in or upon such lots, lands, or premises and such charge shall be determined as follows: Each 100 cubic feet of water, or part thereof, measured through any one water meter, at the use charge rate of **Four Dollars and .935 cents** (~~\$4.486~~ **4.935**) and the minimum quarterly billing for such use charge rate shall be **Thirty-Nine Dollars and 48/100 cents** (~~\$35.89~~) (**\$39.48**) per 800 cubic feet of water, or part thereof per quarter.

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

* * *

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

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

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

Adopted by Council: _____, 2021

Robert Patton, Council President

Submitted to the Mayor: _____, 2021

Richard J. Regovich, Mayor

Approved by the Mayor: _____, 2021

ATTEST: _____
Angela Trend, Clerk of Council

ORDINANCE NO. 2021 - 50

AN ORDINANCE AMENDING ORDINANCE 2021-9 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND (101); STREET CONSTRUCTION MAINTENANCE & REPAIR FUND (202); STREET LIGHTING FUND (204); SEWER REVENUE FUND (205); FIRE EMERGENCY RESCUE FUND (208); STREET IMPROVEMENT LEVY FUND (213); PERMISSIVE LICENSE FEE FUND (215); DRUG LAW ENFORCEMENT FUND (218); SENIOR CITIZENS CENTER FUND (220); AND THE CORONAVIRUS RELIEF GRANT FUND (226) FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2021, 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, 2021, 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****Personal Services**

Wages - Overtime	101.101.5199	55,000.00
Total Wages and Salaries		55,000.00

Other

Gas & Oil	101.101.5420	11,000.00
Total Other Expense		11,000.00
Total Police Department		66,000.00

Fire Prevention & Inspection**Personal Services**

Wages - Secretary	101.102.5191	125.00
Total Wages & Salaries		125.00

Other

Gas & Oil	101.102.5420	1,000.00
Total Other Expense		1,000.00
Total Fire Department		1,125.00

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

Wages - Parks - Regular	101.301.5140	900.00
Total Wages & Salaries		900.00

Other

Electricity & Heating	101.301.5320	2,500.00
Total Other Expense		2,500.00
Total Parks Department		3,400.00

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

Wages - Overtime	101.303.5199	300.00
Total Wages & Salaries		300.00
Total Recreation		300.00

Housing & Building Inspection

Wages - Housing Inspectors	101.401.5125	2,050.00
Total Wages & Salaries		2,050.00

Other

Hospitalization	101.401.5210	3,000.00
Telephone	101.401.5324	100.00
Gas & Oil	101.401.5420	200.00
Total Other Expense		3,300.00
Total Building Department		5,350.00

Transportation**Personal Services**

Wages - Overtime	101.601.5199	2,000.00
Total Wages & Salaries		2,000.00
Total Transportation		2,000.00

Technology Dept.**Other**

Professional Services	101.700.5319	10,000.00
Total Other Expense		10,000.00
Total Technology Dept.		10,000.00

Mayor's Office**Other**

Hospitalization	101.701.5210	700.00
Medicare	101.701.5260	50.00
Total Other Expenses		750.00
Total Mayor's Office		750.00

Administrative Support Service Dept.**Other**

Gas & Oil	101.704.5420	5,000.00
Total Other Expense		5,000.00
Total Service Department		5,000.00

Municipal Court Costs & Fees**Other**

Court Costs & Fees	101.706.5315	(20,000.00)
Total Other Expense		(20,000.00)
Total Municipal Court		(20,000.00)

Lands & Buildings**Other**

Cleaning Supplies	101.708.5460	1,500.00
Total Other Expense		1,500.00
Total Lands & Buildings		1,500.00

Engineering**Other**

Engineering Fees	101.709.5360	7,000.00
Total Other Expense		7,000.00
Total Engineering Fees		7,000.00

Administrative Support**Other**

Professional Services	101.711.5319	10,000.00
-----------------------	--------------	-----------

Total Other Expense		10,000.00
----------------------------	--	------------------

Total Administrative Support		10,000.00
-------------------------------------	--	------------------

TOTAL GENERAL FUND:		92,425.00
----------------------------	--	------------------

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

SCM&R FUND**Personal Services**

Wages - Service - Regular	202.601.5185	2,500.00
---------------------------	--------------	----------

Total Wages & Salaries		2,500.00
-----------------------------------	--	-----------------

Other

Heavy Equipment Replacement	202.601.5601	(30,000.00)
-----------------------------	--------------	-------------

Total Other Expense		(30,000.00)
----------------------------	--	--------------------

TOTAL SCM&R FUND		(27,500.00)
-----------------------------	--	--------------------

SECTION 4. That there be appropriated from the Street Lighting Fund:

STREET LIGHTING FUND**Other**

Small Equipment & Supplies	204.502.5430	500.00
----------------------------	--------------	--------

Total Other Expense		500.00
----------------------------	--	---------------

TOTAL STREET LIGHTING FUND		500.00
-----------------------------------	--	---------------

SECTION 5. That there be appropriated from the Sewer Disposal Water Pollution Control Fund (Sewer Revenue):

SEWER REVENUE FUND**Personal Services**

Wages - Regular	205.503.5140	200.00
-----------------	--------------	--------

Total Wages & Salaries		200.00
-----------------------------------	--	---------------

Other

Lake County Billing	205.503.5382	3,300.00
---------------------	--------------	----------

Gas & Oil	205.503.5420	1,500.00
-----------	--------------	----------

Maintenance & Repair	205.503.5564	2,500.00
----------------------	--------------	----------

Total Other Expense		7,300.00
----------------------------	--	-----------------

TOTAL SEWER REVENUE FUND		7,500.00
---------------------------------	--	-----------------

SECTION 6. That there be appropriated from the Police & Fire Capital Improvement Fund:

POLICE & FIRE CAPITAL IMPROVEMENT FUND**Other**

Small Equipment & Supplies	207.101.5430	2,000.00
----------------------------	--------------	----------

Capital Improvements - Police	207.101.5610	3,200.00
-------------------------------	--------------	----------

Total Other Expense		5,200.00
----------------------------	--	-----------------

TOTAL POLICE & FIRE CAPITAL FUND		5,200.00
---	--	-----------------

SECTION 7. That there be appropriated from the Fire Emergency Rescue Fund:

FIRE EMERGENCY RESCUE FUND

Other

Insurance	208.102.5330	100.00
Gas & Oil	208.102.5420	800.00
Total Other Expense		900.00
TOTAL FIRE EMERGENCY RESCUE FUND		900.00

SECTION 8. That there be appropriated from the Street Improvement Levy Fund:

STREET IMPROVEMENT LEVY FUND

Other

Engineering Fees	213.601.5360	75,000.00
Capital Improvement	213.914.5600	40,000.00
Total Other Expense		115,000.00
TOTAL STREET IMPROVEMENT LEVY FUND		115,000.00

SECTION 9. That there be appropriated from the Permissive License Fee Fund:

PERMISSIVE LICENSE FEE FUND

Other

Gas & Oil	215.601.5420	2,500.00
Total Other Expense		2,500.00
TOTAL PERMISSIVE LICENSE FEE FUND		2,500.00

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

DRUG LAW ENFORCEMENT FUND

Other

Capital Equipment	218.101.5600	3,200.00
Total Other Expense		3,200.00
TOTAL DRUG LAW ENFORCEMENT FUND		3,200.00

SECTION 11. That there be appropriated from the Senior Citizens Center Fund:

SENIOR CITIZENS CENTER FUND

Other

Hospitalization	220.304.5210	200.00
Total Other Expense		200.00
TOTAL SENIOR CITIZENS CENTER FUND		200.00

SECTION 12. That there be appropriated from the Coronavirus Relief Grant Fund:

CORONAVIRUS RELIEF GRANT FUND

Cleaning Supplies	226.715.5460	927.41
Total Other Expense		927.41
TOTAL CORONAVIRUS RELIEF GRANT FUND		927.41
TOTAL ALL FUNDS		200,852.41

SECTION 13. 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 14. 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 15. 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 16. 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: _____, 2021

**Submitted to the Mayor for his approval
on _____, 2021**

ATTEST:

Council President

Approved by the Mayor on
_____, 2021

Clerk of Council

Mayor

RESOLUTION NO. 2021-34

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A CONTRACT WITH COMFORT CONTROL SYSTEMS FOR A PROFESSIONAL SERVICE PREVENTATIVE MAINTENANCE PROGRAM FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT OF \$5,998.00, 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 Comfort Control Systems for the provision of professional Service Preventative Maintenance Program in the amount of Five Thousand Nine Hundred and Ninety Eight Dollars (\$5,998.00), in a form substantially similar to the Proposal 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 of a municipal department and the maintenance of its 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: _____, 2021

Robert Patton, Council President

Submitted to the Mayor: _____, 2021

Richard J. Regovich, Mayor

Approved by the Mayor: _____, 2021

ATTEST: _____
Angela Trend, Clerk of Council

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 **\$5,998.00 per year**, to be paid **Quarterly** in advance, beginning on **October 1, 2021**

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

Visits / Year	Building	Location	Component	Model
2	COMM. CENTER	FRONT ATTIC	CERAMIC RM FURNACE #1	EAKM010472
2	COMM. CENTER	EAST SIDE OF BLDG	CERAMIC RM A/C #1	WEKM014300
2	COMM. CENTER	FRONT ATTIC	CERAMIC RM FURNACE #2	ELJM487391
2	COMM. CENTER	SOUTH SIDE BLDG	CERAMIC RM A/C #2	WNJM027023
2	COMM. CENTER	FRONT ATTIC	GAME RM FURNACE #3	EAK010476
2	COMM. CENTER	SOUTH SIDE BLDG	GAME RM A/C #3	WCKM017790
2	COMM. CENTER	SOUTH SIDE BLDG	KITCHEN FURNACE #4	EAKM10463
2	COMM. CENTER	SOUTH SIDE BLDG	KITCHEN A/C #4	WAKM022894
2	COMM. CENTER	BACK ATTIC	AUDITORIUM FURNACE	ELJM487395
2	COMM. CENTER	SOUTH SIDE BLDG	AUDITORIUM A/C #5	WAKM026814
2	COMM. CENTER	BACK ATTIC	AUDITORIUM FURNACE #6	ELJM487358
2	COMM. CENTER	SOUTH SIDE OF BLDG	AUDITORIUM A/C #6	WBKM011997
2	COMM. CENTER	BACK ATTIC	AUDITORIUM FURNACE #7	ELJM487389
2	COMM. CENTER	SOUTH SIDE OF BLDG	AUDITORIUM A/C #7	WBKM012009
2	COMM. CENTER	BACK ATTIC	AUDITORIUM FURNACE #8	ECKM061430
2	COMM. CENTER	WEST SIDE OF BLDG	AUDITORIUM A/C #8	WBKM012002
2	COMM. CENTER	BACK ATTIC	STAGE AREA FURNACE #9	ECKM061429
2	COMM. CENTER	WEST SIDE OF BLDG	STAGE AREA A/C #9	WAKM022894
2	COMM. CENTER	BACK ATTIC	CRAFT RM FURNACE #10	ECKM066279
2	COMM. CENTER	EAST SIDE OF BLDG	CRAFT RM A/C #10	WCKM017785
2	COMM. CENTER	FRONT ATTIC	CRAFT RM FURNACE #11	ECKM066291
2	COMM. CENTER	EAST SIDE OF BLDG	CRAFT RM A/C #11	WDKM036449
2	COMM. CENTER	BACK ATTIC	OFFICE FURNACE #12	ELJM487358
2	COMM. CENTER	SOUTH SIDE OF BLDG	OFFICE A/C #12	WBKM011998
2	COMM. CENTER	BACK ATTIC	LOBBY FURNACE #13	ENJM554967
2	COMM. CENTER	WESTSIDE OF BLDG	LOBBY A/C #13	WBKM024575
2	COMM. CENTER	BASEMENT	BASEMENT FURNACE	EBKM052916
2	COMM. CENTER	WEST SIDE OF BLDG	BASEMENT A/C	WAKM022343
2	COMM. CENTER	ATTIC	KITCHEN MUA HEATER	FBAD66M8N0
2	COMM. CENTER	ROOF	KITCHEN EXHAUST	SZB039307
2	COMM. CENTER	ROOF	CERAMIC OVEN EXHAUST	SZB039304

DESCRIPTION OF EQUIPMENT CONTINUED

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:

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	BHYP014234
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

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.
	Return and Supply Fan Motors	CHECK FAN BLADE TIGHTNESS TO SHAFT. 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. CHECK FOR CORROSION.

Compressor	<p>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.</p>
Cooling Coil	<p>INSPECT AND CLEAN SURFACES. COMB BENT FINS.</p>
Burner Section	<p>CHECK FOR CORROSION AND LEAKS. PERFORM DRAFT AND COMBUSTION TEST. CLEAN AND INSPECT NOZZLES. CLEAN AND INSPECT BLOWER. LUBRICATE BLOWER MOTOR. TEST SAFETY CONTROLS.</p>
Heating Section	<p>INSPECT AND CLEAN. CHECK FOR CORROSION. CHECK FOR LEAKS.</p>
General	<p>CHECK OUTSIDE AIR INTAKE</p>
SCREENS.	<p>CHECK ECONOMIZER OPERATION & MINIMUM POSITION.</p>

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 314 th 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 **\$5,998.00 per year**, to be paid **Quarterly** in advance, beginning on **October 1, 2021** 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:** October, 1 2021

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.

RESOLUTION NO. 2021-35

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 Fifty Four Dollars (\$154.00), 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: _____, 2021

Robert Patton, Council President

Submitted to the Mayor: _____, 2021

Richard J. Regovich, Mayor

Approved by the Mayor: _____, 2021

ATTEST: _____
Angela Trend, Clerk of Council

Maximum Elevator & Safety Test Company

Maximum Service Minimum Price

Maximum Lubrication Maintenance Contract With Tests Included

Maintenance

Maximum Elevator will check and clean machine rooms, cartops, and pits as needed. We will lubricate selectors, motors, generators, cartop and pit equipment. We will replace any covered components and advise the customer of any necessary repairs that would be detrimental to the equipment or public. We will adjust and clean the equipment accordingly. We will use lubricants formulated to our specifications to meet specific elevator requirements. We keep a fully stocked warehouse of parts for emergency repairs. We can readily obtain parts in 24 hrs, if necessary.

Tests Included

Pressure tests, no load tests, and fireman's testing are included.

PLEASE NOTE: Such tests may impose greater stress on the equipment and the building structure than that experienced in a day-to-day operation, and we shall not be responsible for any resultant damage to the building structure or equipment.

24 Hour Service

We will perform the above services during normal business hours (Monday through Friday 8:00 am to 4:00 pm). If you authorize an emergency callback outside normal working hours, you will be billed at our standard overtime rates, plus materials not covered by contract, expenses and travel.

Components not covered

We assume no responsibilities for the following: elevator machines, brakes, motors and motor generators, worms and gears, door protective devices, electronic boards and devices, car and hoistway door panels, hoistway door hinges, panels, frames, gates, sills, cab enclosures, cab floors, cab lighting, fans, communication devices, emergency power generators, power switches, fuses and feeders to controllers, guiderails, handrails, all piping, mufflers, valves, pits, sump pumps, pit structures, building fixtures and integrity, smoke detectors, smoke detector control panels, plungers, casings, cylinders, cylinder packing, wire ropes, traveling cables, door operators, cover plates for signal fixtures, alarm bells, intercoms, disposal of used oil, air conditioners or heating systems, fireman's phones, proprietary parts and software, obsolete items (defined as parts, components or equipment no longer available from the original manufacturer, replaceable only by remanufacture, rebuilding, rewinding, fabrication, used parts or parts reproduced by other than the original equipment manufacturer or equipment aged twenty or more years from original installation date).

Maximum Elevator & Safety Test Company

Maximum Service Minimum Price

Callback service, necessary maintenance work beyond that specified above, correction of violations or modifications deemed necessary by any government authority or insurance company, and repairs necessitated by damage or breakdown are not covered and will be, upon receipt of proper authorization, billed at current rates for normal or overtime service as the case may be, plus charges for any parts, travel time or material.

This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this agreement. You retain your responsibilities as Owner and/or Manager of the premises and of the equipment. You will provide us with clear and safe access to the equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto. You will not permit others to work on the equipment during the term of this agreement and agree that you will authorize and pay for any proposed repairs or upgrades or we will have the option to terminate this agreement immediately without penalty to us. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, goodwill, or use of equipment or property, or business interruption.

It is agreed that we accept or assume no liability for injuries or damages to persons or property, except those directly due to our acts; and that the customers' liability for injuries or damage to persons or property while on or about the unit referred to herein, is in no way affected or diminished by this agreement.

We shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts, fire, explosion, theft, flood, civil commotion, war, malicious mischief, accident, act of God or any cause beyond our reasonable control; and in any event, we shall not be liable for consequential damages. The extent of our liability in connection with hazardous conditions discovered during the course of our examinations shall be limited to reporting of same to tenant or owner of premises involved. Responsibility for making or authorizing corrections or repairs is that of the tenant or owner responsible for the upkeep of the unit.

This contract shall continue for one year and from year to year thereafter until terminated. Either party may terminate this agreement at any time, by giving the other party sixty (60) days prior written notice to that effect.

Maximum Elevator & Safety Test Company

Maximum Service Minimum Price

Invoicing

You agree to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the services provided hereunder. This agreement will continue in full force until the end of its initial period and for successive one year renewal periods. Either party may terminate this agreement at the end of its initial term or at the end of any subsequent one year renewal period provided that party gives written notice of termination no later than sixty (60) days prior to the first expiration date or any subsequent renewal expiration date.

Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in: Interest on past due amounts at 1½ % per month or the highest legal rate available. Termination of the agreement on sixty (60) days prior written notice, and attorneys' fees, cost of collection and all other appropriate remedies for breach of contract. If either party to this agreement claims default by the other, written notice of at least sixty (60) days shall be provided, specifically describing the default. If cure of the default is not commenced within the sixty day notification period, this agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

This proposal when signed by the customer and approved by our authorized representative shall constitute a legal and binding contract between the parties and/or firms involved. All other prior representations and/or agreements not incorporated herein are succeeded.

Maximum Elevator & Safety Test Company

Maximum Service Minimum Price

Maximum Lubrication Maintenance Contract With Tests Included

Building Name: City of Willowick
31230 Vine Street
Willowick, OH 44095

Number and type of units: One Hydraulic Elevator

Start of Contract: Upon Signing

Monthly examination at the cost of \$154.00 Plus tax

Maximum Elevator & Safety Test Contract Acceptance

Acceptance by you as owners, agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Due to standard labor costs, an annual increase of 3% will be applied to this contract at the beginning of each fiscal year.

By: _____ Date: _____
Signature

Printed name

Billing address & contact name:

Phone: _____

Fax: _____

Email: _____

RESOLUTION NO. 2021 - 36**A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)
TO CITYFORCE IN THE AMOUNT OF \$5,400., 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: _____, 2021

Robert Patton, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2021

APPROVED by the Mayor on
_____, 2021

ATTEST:

Angela Trend, Clerk of Council

Richard J. Regovich, Mayor



Item #8.

(440) 212-7696

www.cityforceinc.com

Bill To

Willowick, OH

Invoice #19729

Thursday, April 22, 2021

Net 30

Invoice Total

\$5,400.00

Items

#	Product	Description	Quantity	Rate	Total
1	CityForce - Impact City Annual		1	\$588.00	\$588.00
2	CityForce - Impact User Annual	5 User Seats	1	\$4,272.00	\$4,272.00
3	CityForce - Inspect User Annual	2 User Seats	1	\$420.00	\$420.00
4	CityForce - Impact Data Annual		1	\$120.00	\$120.00
				Total:	\$5,400.00

Please remit payments to:

CityForce
P.O. Box 283
Hinckley, Ohio 44233

Thank you for your business!Please email any Purchase Order to invoices@cityforceinc.com

- Wentworth requires an authorized purchase order, check or credit card for payment.
- Wentworth accepts VISA, Mastercard and American Express.
- All credit card payments will be assessed a 3% convenience fee.
- International payments must be made by wire transfer. Applicable processing fees will be added.
- All payments shall be made in USD on or before the due date.
- Additional interest and other fees will accrue (and/or suspension of services) for late payments



8020 Katy Fwy,
Houston, TX 77024

Phone: (936) 230-7650
Email:
Thomas.Paine.Contractor@crowncastle.com
www.crowncastle.com

October 22, 2021

VIA email

tshannon@cityofwillowick.com

CITY OF WILLOWICK OHIO
ATTN: THE HONORABLE MAYOR RICHARD J REGOVICH
30435 LAKE SHORE BLVD
WILLOWICK, OH 44095

Re: BU 841373 / "WILLOWICK" / 31230 VINE STREET, WILLOWICK, OH 44095 ("Site")
Ground Lease, dated March 2, 2004, as it may have been amended and assigned ("Lease")
Consent for modifications

Dear MAYOR REGOVICH,

I am reaching out to you on behalf of CCATT LLC ("Lessee") in order to obtain your consent as may be required by the Lease.

In order to better serve the public and minimize the number of towers in an area where this property is located, AT&T Mobility intends to modify its equipment at the wireless communication facility (the "Modification").

Please provide your consent **on or before November 5, 2021** by signing below and returning to Thomas.Paine.Contractor@crowncastle.com so that we may install AT&T Mobility's equipment as permitted under the Lease.

Please see the enclosed supplemental materials, as may be required by the Lease. If you have any questions concerning this request, please contact Thomas Paine at (936) 230-7650 or Thomas.Paine.Contractor@crowncastle.com.

Sincerely,

Thomas Paine
Real Estate Specialist

Agreed and accepted _____
(Date)

(Lessor's signature)

(Lessor's name and title)

The Foundation for a Wireless World.

[Enclosures]

P.S. Please indicate below if you are interested in learning more about removing the obligation for you to sign these consent letters and receive a notice letter instead.

☐ *(check here) Yes, I'm interested in learning more.*