



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, May 04, 2021 at 7:30 PM
City Council Chambers/ Webex

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 (AMENDED)

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 April 20th, 2021.
- [2.](#) Motion to approve the minutes from the Special Meeting of Council on April 28th, 2021.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

- [3.](#) Motion to approve a Special Resolution to Anna Varanese for her years of service at Alesci's of Shoregate. (Council President Patton) **Tabled 4-20-21**

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Acting Service Director – Rich Regovich

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**

- 4. Motion authorizing the Mayor to enter into a contract with Bake Bean Productions LLC dba "Lightning-Bug Theater" for the Big Screen Outdoor Movie at Dudley Park on Saturday, July 24, 2021 for a fee of \$1,400.00.
- 5. Motion authorizing the Mayor to enter into contracts with the following entertainment for the 2021 Summer Concert Series at Lakefront Park:
 - Ronald A. Sluga - Fee: \$500.00 - June 20, 2021.
 - Top Shelf Entertainment dba Creative Artist Management Inc. - Fee: \$800.00 - June 27, 2021.
 - Funkology Entertainment LLC - Fee: \$700.00 - July 11, 2021.
 - Top Shelf Entertainment dba Creative Artist Management Inc. - Fee: \$600.00 - August 1, 2021.

INTRODUCTION & CONSIDERATION OF LEGISLATION

- 6. Ordinance No. 2021-20 (Law Director)

An Ordinance authorizing the City to implement an incentive pay schedule in the Fire Department from April 30, 2021 to September 26, 2021, and declaring an emergency.

ADD - ON**7. Resolution 2021-8 (Law Director)**

A Resolution authorizing the City of Willowick to participate in the Ohio Department of Transportation Contract (2021-2022) for the purchase of road salt, and declaring an emergency.

MISCELLANEOUS**8. Motion authorizing the City enter into a Memorandum of Understanding with Flock Group, Inc. for the use of license plate detection software.****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, April 20, 2021 at 7:30 PM
 City Council Chambers/ Webex

ADA NOTICE

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MINUTES

CALL MEETING TO ORDER

(Total meetings to date - 7)

The eighth meeting of Council was called to order at 7:30 p.m. by Council President Patton.

PLEDGE ALLEGIANCE

INVOCATION

1. Motion made by Mr. Malta, seconded by Ms. Antosh to appoint Jennifer Quinn as Acting Council Clerk.

Discussion: None.

Vote: All ayes. Motion carried.

ROLL CALL OF COUNCIL

PRESENT

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

ABSENT

Ward 2 Councilwoman Theresa Bisbee

Also Present

Mayor Regovich, Fire Chief Tennyson, Police Chief Turner, City Engineer McLaughlin, Recreation Director Kless, Law Director Landgraf, Chief Housing and Zoning Inspector Brennan, Economic Director Drake and Acting Council Clerk Quinn.

Finance Director Benedict and Sewer Foreman Gross were absent.

APPROVAL OF MINUTES

2. Motion made by Mr. Malta, seconded by Ms. Antosh to approve the Minutes of the Regular City Council Meeting of April 6th, 2021.

Discussion: None.

Vote: All ayes. Motion carried.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

3. Motion to approve a Special Resolution to Anna Varanese for her years of service at Alesci's of Shoregate. (Council President Patton) **Tabled 4-20-21**

ADMINISTRATIVE APPEALS

4. Administrative Appeal Order No. 2021-3 Mayher

An order granting a variance and exception of 96 sq. ft. to construct a 672 sq. ft. garage in the application of Section 1337.01(c)(5) of the Codified Ordinances in Board of Zoning Appeals.

Motion made by Ms. Antosh, seconded by Mr. Malta to approve Administrative Appeal Order No. 2021-3.

Discussion: None.

Vote: All ayes. Motion carried.

5. Administrative Appeal Order No. 2021-4 Robb

An order granting a variance and exception of 6' into setback to construct an enclosed patio on the front of the house only 30' permitted per setback map in the application of Section 1163.10 of the Codified Ordinances in Board of Zoning Appeals.

Motion made by Ms. Antosh, seconded by Mr. Vanni to approve Administrative Appeal Order No. 2021-4.

Discussion: None.

Vote: All ayes. Motion carried.

6. Administrative Appeal Order No. 2021-5 Cotturo

An order granting a variance and exception of double fencing to allow 2 fences on the left side of the property in the application of Section 1165.05 of the Codified Ordinances in Board of Zoning Appeals.

Motion made by Mr. Vanni, seconded by Mr. Phares to approve Administrative Appeal Order No. 2021-5.

Discussion: Present was Philip Cotturo, 30921 Royalview Drive, who is the applicant requesting the variance. Also present were Mr. Cotturo's neighbors Tisha Phillips and Frank Fox, 30915 Royalview Drive, as well as Randy Philips who are against the requested variance. Law Director Landgraf stated that the BZA was unsure if there was a legal issue to be resolved concerning the double fencing issue, but she has confirmed that is not a legal issue for the City, but between the property owners, privately.

Vote: Ayes: Koudela, Vanni, Patton, Antosh. Nays: Malta, Phares. Motion approved (4-2).

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

COVID-19 vaccines are still available in Lake County. Appointments can be made with the Lake County Health Department. Willowick resident, Jennifer Boresz Engelking, has a new book out called "Hidden History of Lake County" and is currently available for purchase. Service Master is moving into the old Dawn Chemical building bringing 65 new jobs into the city. The exterior of the new Shoregate buildings should be complete by the end of May and the interior build will begin.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

None.

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials**Acting Service Director – Rich Regovich**

Home sales in Willowick are still moving quickly. Old trees and dead tree limbs are being removed from Manry Park for safety reasons. Service workers have been working on the pools.

Recreation Director – Julie Kless

The parade is scheduled for Sunday, June 6th. Registrations for all summer programs started today. Clean-Up the Parks Day is on May 1st at Manry. Mr. Phares inquired about the new ID system. Ms. Kless stated they made close to five-hundred ID's so far and have had no problems. Mayor Regovich stated that the St. Mary Magdalene Festival will also be going on the same weekend as the parade.

City Engineer – Tim McLaughlin

No written report.

Finance Director – Cheryl Benedict

No written report. Absent.

Law Director – Stephanie Landgraf

No written report. Work is still being done with the Safety Committee on amending several Ordinances that will be discussed prior to them reaching Council. Ms. Landgraf requested a Special Meeting for an Executive Session for the following week.

Police Chief – Brian Turner

No written report. Zachary Mastroianni was sworn in this afternoon as one of Willowick's newest officer's.

Fire Chief – Joe Tennyson

Written report submitted electronically. The department hired seven new firefighters over the last several weeks and they are currently in training.

Chief Housing/Zoning Inspector – Sean Brennan

No written report.

Economic Development Manager – Monica Drake

No written report. Fit Market/Hemp Spot located at 28801 Lakeshore Blvd. has expanded their inventory to include products for wellness.

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)

None.

REPORTS OF STANDING COMMITTEES

Finance – Vanni, Bisbee, Koudela

No report.

Safety – Phares, Malta, Bisbee

Mr. Phares stated the committee is working on a separate Ordinance for chickens.

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

No report.

Streets, Sidewalks & Sewers – Vanni, Malta, Antosh

Tax Compliance – Koudela, Antosh, Patton

No report.

Moral Claims – Antosh, Phares, Patton

No report.

Budget – Vanni, Koudela, Patton

No report.

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

No report.

Hearts & Hammers – Malta

Mr. Malta stated that Hearts & Hammers will be working with the Recreation Department on May 1st cleaning up the parks and residences.

FUND TRANSFERS & BID AUTHORIZATIONS

None.

CONTRACT APPROVALS

None.

INTRODUCTION & CONSIDERATION OF LEGISLATION

7. Ordinance No. 2021-19 (Finance Director)

An Ordinance amending Ordinance 2021-9 to provide for additional appropriations from the General Fund (101); the Street Construction, Maintenance & Repair Fund (202) 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.

Motion made by Mr. Phares, seconded by Ms. Antosh to waive the three readings on Ordinance No. 2021-19.

Discussion: None.

Vote: All ayes.

Motion made by Mr. Phares, seconded by Ms. Antosh to adopt Ordinance No. 2021-19.

Discussion: None.

Vote: All ayes.

MISCELLANEOUS

8. Motion made by Mr. Malta, seconded by Mr. Phares to declare Recreation Department software named "Recware" with the City tag #1336 as unfit for use by the City, and having no value, to be disposed of as surplus.

Discussion: None.

Vote: All ayes.

9. Motion made by Ms. Antosh, seconded by Mr. Phares authorizing the expenditure to Brite, in the amount of \$22,848.00 for 7 new MDT's and accessories for the police department.

Discussion: None.

Vote: All ayes.

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)

Christine Sebrasky, 220 E. 328 St., thanked the service workers for cleaning up her sidewalk and street from where the water company had done some pipe work.

ADJOURNMENT

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

Discussion: None.

Vote: All ayes. Motion carried.

Meeting adjourned at 8:42 p.m.

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL



City of Willowick
City Council Special Meeting
 Wednesday, April 28, 2021 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 245-6033 at least three working days before the meeting.

Minutes

CALL MEETING TO ORDER

The Special Meeting of Council was called to order by Council President Patton at 6:30 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENT

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

ALSO PRESENT

Mayor Regovich and Law Director Landgraf

ADJOURN TO EXECUTIVE SESSION

To discuss pending litigation and employment, compensation and discipline of a public employee.

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

Discussion: None.

Vote: All ayes. Motion carried.

RETURN TO TABLE FROM EXECUTIVE SESSION

Motion made by Ms. Antosh, seconded by Mr. Vanni to return to the table.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Phares, seconded by Mr. Vanni to reject the settlement offer proposed by the plaintiff in Concrete Inc. vs. the City of Willowick.

Discussion: None.

Vote: Ayes: Antosh, Bisbee, Koudela, Vanni, Phares, Patton.

Nays: Malta

Motion approved (6-1)

OTHER BUSINESS

None.

ADJOURNMENT

Motion made by Mr. Malta, seconded by Mr. Vanni to adjourn.

Discussion: None.

Vote: All ayes. Motion carried.

Meeting adjourned at 7:31 p.m.

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Resolution

City of Willowick

A SPECIAL RESOLUTION ACKNOWLEDGING AND COMMENDING

ANNA VARANESE

FOR HER YEARS OF SERVICE AT ALESCI'S OF SHOREGATE

WHEREAS, the Mayor, Council and residents wish to express their gratitude and appreciation to **ANNA VARANESE** for her dedicated service at Alesci's of Shoregate; and

WHEREAS, **ANNA VARANESE** was born in Matrice, Italy on April 16th, 1947 and moved to Collinwood with her husband Michele and 2 daughters Cesira and Debora in June of 1982; and

WHEREAS, **ANNA VARANESE** has been working at Alesci's for almost 40 years, starting in September of 1982 and retiring in April of 2021 ; and

WHEREAS, **ANNA VARANESE** moved to Willowick with her family in 1998; and

WHEREAS, **ANNA VARANESE** never let a day go by at Alesci's without a smile on her face and treated everyone as if they were her family.

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

Section 1. That the Mayor and Council of the City of Willowick wish to extend to **ANNA VARANESE** their sincere gratitude and appreciation for her years of faithful and dedicated service to Alesci's at Shoregate and the many patrons that passed through, and to convey to her and her family their very best wishes for a well-deserved retirement.

Section 2. That the Clerk of Council be hereby requested to provide copies of this Special Resolution to **ANNA VARANESE** and her family.

PASSED: _____

President of Council

ATTEST: _____

Clerk of Council

Mayor

BakeBean Productions L.L.C. dba

"Lightning-Bug Theatre"!

Quality of Vision and Execution
2105 Wyandotte Drive, Lima, Ohio
419-234-4155

email: mbaker@woh.rr.com

Personal Services Agreement

Agreement made between BakeBean Productions L.L.C. (dba Lightning Bug Theatre, hereby referred to as LBT) and City of Willowick/parks and Recreation (hereinafter referred to as 'PURCHASER').

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages LBT and the LBT hereby agrees to perform the engagement hereinafter provided, upon all the terms and conditions herein set forth, including those entitled "Additional Terms and Conditions".

1. Place of Engagement: Dudley Park, 31500 Willowick Drive, Willowick, Ohio 44095
Contact person: : JULIE KLESS, Recreation Director 440-516-3011

or 440-479-2633.

2. Engagement date(s): Saturday July 24th 2021 Time: dusk Type: outdoor movie

3. Number of shows: one

5. Agreed total price \$1400 Form of Payment: **Check or cash** Payment to be made to Mike Baker or his representative by City of Willowick or their designee. Deposit of \$700 to be returned with this signed contract by: **March 25th 2021, payable and sent to BakeBean Productions LLC, 2105 Wyandot Drive, Lima, Ohio 45806.** Deposits are non-refundable. Balance of \$700 is payable to BakeBean Productions LLC, and is due at the beginning of the engagement before the setup.

6. Additional terms and conditions: In the event that Covid restrictions do not permit the event, the purchaser is released of obligations under this contract. Purchaser is responsible for providing a licensed film for showing. Please provide the cell phone number of the person in charge of the on-site helpers. Cell# Julie Kless, 440-479-2633.

PURCHASER

Lightning Bug Theatre

The above signatures confirm that the parties have read and approve each of and all of the additional terms and conditions. **Are the date, time, and location correct??!!** Thanks for your business.

Lightning Bug Theater Contract Rider

Please read and understand the following conditions, and sign/date the bottom of the rider. If you have any questions, please bring them up promptly. Thanks.

1. **LOAD IN:** Purchaser will provide accurate directions to the site, and access to the site by at least 4 hours prior to the showing. The location must have an accessible same-level load-in area, or an elevator to transport equipment.
2. **SET UP:** The screen must be placed on a clean, dry, level surface at least 40 ft. wide, with access to the show area by vehicles. The location must provide a minimum setup area of 40'x40', and a minimum ceiling clearance, if applicable, of 30 feet. Stakes will be inside of a roughly 60x50ft. area. The 3/4 inch thick stakes must be 28 inches into the ground. If the location is not on dirt or grass, the purchaser must provide suitable ballasts of at least 600 lbs at 4 spots around the screen. These can be water filled barrels, etc. Please contact us in advance if we are setting up on pavement/concrete/etc. The location must be free of any aerial or ground obstructions 30 feet high and 30 feet behind the screens. Please advise us if there are any utilities/water lines/pipes etc. 24 inches or less depth in the area of the screen. **A completely dark viewing area is needed in order to see the brightest image. Please be able to turn off any surrounding lights. Failure to have control of lighting in the area can drastically reduce the image quality and will not result in happy purchasers or viewers.**
3. **POWER:** Purchaser agrees to provide sufficient power at the site. We need a maximum of four 20 amp (normal household outlet) circuits. These need to be on separate 20 amp breakers, not four outlets that run off the same breaker. **If you do not have enough circuits, or are not sure, let us know and we can arrange to use our super-quiet generator for power.** Power must be located no more than 80 feet from the screen area. Lack of adequate site power to properly run the equipment is not the responsibility of LBT. We can not be held responsible for instances where power is disrupted for whatever reason, be it caused by circuit breakers tripping, power outages or our supply being disconnected by third parties, either willfully or by accident.
4. **The weather clause; weather is** the outdoor event planner's biggest variable. We can't change the weather, but there are ways to plan for it. We have radar on our cell phones, for frequent checking of local Doppler radar; this is a big help in planning for the evening. Sometimes having a rain date works, but it can complicate the schedule. You *may* shift event dates due to forecasted inclement weather. No charges will be applied if our staff has not begun traveling to your venue. Availability of the new date is not guaranteed until confirmed by us. We try to reserve the last two weekends of the season to make up any canceled shows from the season. It works pretty well and is easy to manage. Our guarantee; If inclement weather prevents the complete screening of the film, where less than 50% of the film is presented, LBT guarantees the purchaser one make-up event in the current, or next years', season. Two fees will be charged: travel costs, if any, that are associated with returning to your venue, and a \$2-400 weather related cancellation fee to cover employee time etc.

AirScreens can take winds up to 24 mph (when trees start to sway vigorously). We can setup equipment with winds of up to 15 mph. Once the screen is standing, it can handle winds of 24 mph. Our technicians utilize a handheld anemometer to check wind speeds. Beyond 24 mph, they will immediately deflate the screen. The screen can safely deflate in less than 20 seconds.

If the weather looks threatening (imminent rain, rain, looming thunder clouds, dangerous winds capable of damaging equipment) Lightning Bug Theater reserves the right to protect its own equipment by canceling setup/production. Lightning Bug Theater reserves the right to delay setup or to pause the production until suitable weather conditions exist. In windy situations, we often shift screen placement so that the screen is parallel to the wind. Please bear this in mind as it may affect final placement and appearance.

5. Movies must be licensed DVD's in most cases. As the equipment provider, we are no longer allowed to obtain the license for you, the end-user. Movie licensing must be taken care of before you begin advertising the title of your movie. **The selected film must be available on DVD.** When ordering your DVD please specify full screen format, not widescreen format. We will show the full screen DVD in widescreen. Some filmmakers, such as Disney, have restricted the use of their films in outdoor settings. If you intend to charge admission at your events, certain restrictions may apply, which vary according to your film choice and its distributor. Also, advertising restrictions may apply. Additionally, LBT will not show any videos or clips that contain any nudity, graphic violence, or explicit language, particularly if any guests may be under the age of 21. LBT is not responsible for any liability due to, but not limited to, video content or licensing.
6. Time; LBT begins setup at the customer's specified time (typically between 4-6 pm). The AirScreen and sound system will be setup within approx. one hour and 45 minutes, weather/wind permitting. Audio equipment setup and testing begins after the screen is standing, and projection tests begin at dusk. The AirScreen will begin deflating approx. 10 minutes after the end of the movie, unless otherwise specified by customer. After the movie, all equipment will be removed within 1.5 hours. Please ensure that we have access to the site for at least 1.5 hours after the movie ends.
7. Every LBT event includes the following: Our Airscreen inflatable movie screen, a projection system, a pro-audio system, on-site technicians, event liability insurance, generators if needed* (sufficient only for our equipment), an anemometer for measuring wind speed, and backup systems for some of the equipment. Should a bulb fail in the projector, the second bulb in the projector will allow the show to continue, with some reduction in brightness. In the rare event of the total failure of some vital equipment, LBT will reschedule a re-showing at a mutually agreeable time. Responsibility for re-renting the licensed DVD will be the purchasers.

8. If you intend to have other media (sponsorships ads, slides, on-screen Nintendo, music videos, live camera feed, announcements) presented by LBT, your choices of media and advertisements need to be submitted one month before your event. . We will test your specified presentation and project it at the event.
9. No guests are permitted on or near the screen (i.e. kids) or in the projection area. Damage to our equipment caused by moviegoers is the responsibility of the purchaser. Purchaser is responsible for crowd control and security.

Tips

What time should the movie begin? Usually 15 minutes after sunset is perfect timing – but it's up to you. Sunset times for your city are available at www.weather.com. Enter your zip code and look for "Averages & Records". Next, click on the month and look for the Sunset column. Remember, June has the longest daytimes.

If timing is the issue and you don't mind that the first 20 minutes of the film aren't perfectly visible, we'll begin early. If you want to wait till image is at its best, plan on waiting another 20 minutes. If you're showing a bright film such as Toy Story (animated films are typically brighter), you can start earlier than if you show Ghostbusters, which is darker.

How far must the projector be from the screen? Projection is front projection, which means from the viewer's side. For our screen, the projector will end up between 40-60 ft. away. If your selected film is not in widescreen format (fullscreen), the projector will need to be 15-20 ft. closer.

The projector is usually in the middle of the audience, about 4 ft off the ground. This typically has not been a problem at any previous venues. If you need the projector to be elevated more, or projected from a greater or lesser distance, this can be arranged, but it will cost extra.

How heavy are your screens, will they damage the grass? The screens are from 200-400 lbs. And the screen equally distributes the weight over its' large surface areas. It will not damage or leave ruts in your grass. If you choose to have the AirScreen standing for a few days, the prolonged exposure to the pressure and the heat from the sun may dry out/brown the grass.

Do you need to drive on our lawn to deliver the equipment? No, we can place the equipment without vehicles, but driving on the lawn *greatly* speeds up setup.

More Tips:

- Headlights from nearby vehicles shining across the screen can be annoying; try to avoid parking situations that will distract from the show.

Typical Event Time Line

- 3-4 hrs. before: arrive and setup
- 2-3 hrs. before: all systems are checked and screen up
- 1 hr. before: music, your sponsors ads, games, etc.
- 10 min. before: announcements & host greeting
- Movie begins
- 1 hr. after movie ends: Equipment is removed

X _____ Date _____
I have read, understood, and agree to the above terms

Event Date: June 20, 2021

Item #5.

Ronald A. Sluga

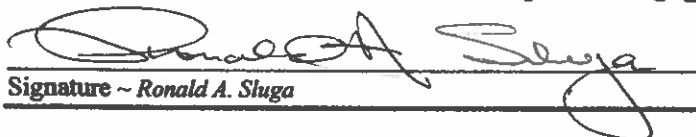
() PAID _____

32306 Glen Arden Drive - Willowick, Ohio 44095-3247

Phone: 440-585-0266

Email: ronsluga@ameritech.netWebsite: www.ronsluga.com**ENTERTAINMENT AGREEMENT**Ronald A. Sluga agrees to entertain for: Willowick Contact Maureen Brennan 440-516-3011on Sunday, June 20, 2021 during the hours of: 6:30 p.m. - 8:30 p.m.

Day and Date(s)

at The Lakefront LodgeAddress 30525 Lakeshore Blvd. City: Willowick State: Ohio zip: 44095Total performance hours: Two (2 Hours)For the sum of \$ 500.00 (Five hundred Dollars) as per our agreement.Total number of musicians performing: (The Ron Sluga Trio) Three (3)
Signature ~ Ronald A. Sluga3/29/2021
DateI/We, _____ accept the above and agree at this time to pay **Ronald A. Sluga** thesum of \$ NONE as a deposit for his professional services and the balance of \$ 500.00 to be paid at the end of the engagement. Entertainer(s) listed above require a One-hour set up time before and a 45-minute tear down time after the actual entertainment time scheduled in this contract.The deposit is NOT REFUNDABLE for any reason, if this engagement is canceled by the party(s) contracting with **Ronald A. Sluga**.

In the event of cancellation by the party(s) contracting herein:

- WRITTEN cancellation notice must be RECEIVED by Ron Sluga no less than 30 days prior to the event.
- If the cancellation notice is received within 30 days prior to the event, or failing to send any notice of cancellation prior to the event, the balance due MUST BE PAID IN FULL within ten (10) days after the scheduled event.
- Please sign the enclosed copies, keep the CLIENT copy and within ten (10) days, return the DEPOSIT copy along with any deposit required, in the enclosed pre-addressed envelope. Check payable to:

Ronald A. Sluga
32306 Glen Arden Drive
Willowick, Ohio 44095-3247

PLEASE COMPLETE BELOW:

Date: _____ Client Signature: _____

Mailing Address: _____ City, State, Zip: _____

Home Phone _____ Office Phone: _____ Cell Phone: _____

Email: (optional) _____ Party for whom: _____

Type of Engagement: _____ () Formal () Casual Expected Number of Guests: approx. _____

Is this () Open to Public () Private Favorite Songs or Theme: _____

() CLIENT Copy

() Please Sign and RETURN this copy



24473 Robinia Dr.
Bedford Heights, Ohio 44146

CONTRACT NUMBER: 19831
TODAY'S DATE: 3-23-21
ARTIST: EDDIE & THE EDSLS
PURCHASER: WILLOWICK CITY
VENUE ADDRESS: LAKE FRONT LODGE
30525 LAKESHORE BLVD
WILLOWICK, OH 44095
TOP SHELF REP: DENNIS BULONE

A DBA FOR CREATIVE ARTIST MANAGEMENT INC. topshlfent@aol.com (440)439-5422 fax(440)439-0212

ENGAGEMENT DATE: 6-27-21 ENGAGEMENT TYPE:
PERFORMANCE TIME: 6:30 PM – 8:30 PM SET UP: 5 PM
AGREED PRICE: \$800 RIDER: OPERS, W9

DEPOSIT: \$ (certified check, money order or bank draft) PAYABLE TO: TOP SHELF ENTERTAINMENT upon signing of contract. If uncertified deposit check tendered, it will be received and deposited for clearance purposes only. If not paid upon presentation, contract, even if signed by all parties, is of no force or effect.

DEPOSIT RECEIVED: \$ DATE: REC'D BY:

PAYMENT BY PURCHASER: CASH/CHECK IN FULL TO 'EDDIE & THE EDSLS', AT END OF PERFORMANCE.

SPECIAL PROVISIONS: 1) IF RAIN, NEW DATE WILL BE SELECTED.
2) BAND WILL NEED TO PROVIDE OPERS FORM (PEDACKN). AGENT HAS W9.

* Top Shelf Entertainment is an independent contractor and is not an employee and is not an agent of the purchaser.

Top Shelf Entertainment has no right nor ability to supervise artist's conduct nor music choices nor song choices.

* Artist shall at all times have complete supervision, direction and control over the services of its personnel in this engagement and expressly reserves the right to control the manner, means and details of the performance of services, as well as the ends to be accomplished, if and only if purchaser approves of all music and songs to be performed.

* It is understood "artist" executes this agreement as an independent contractor, not an employee of the purchaser.

* Top Shelf Entertainment, listed above is acknowledged to have fully performed upon the execution of this contract and shall not be liable for the default of the purchaser, or non-performance of the artist. No changes affecting Top Shelf Entertainment's commission shall be made without prior written approval of Top Shelf Entertainment.

* If artist, leader, or key personnel of group is rebooked into this or any establishment owned or controlled by purchaser, (including chain buyers of music) within 24 months from termination or execution of this contract agreement, purchaser and artist/leader shall be jointly and severally liable for payment to "Top Shelf Entertainment" at the rate due, owing or paid for previous engagement.

* Payment/balance to be made in United States currency, to leader, as specified above. There are no exceptions for any reason.

***ANY QUESTIONS REGARDING CONTRACT OR COMMITMENT, NOTIFY TOP SHELF ENTERTAINMENT IMMEDIATELY.**

ARTIST:: I AGREE TO PAY COMMISSION WITHIN 10 DAYS OF COMPLETION OF ENGAGEMENT, OR PRESENT OR FUTURE PURCHASER CAN WITHHOLD COMMISSION DUE "TOP SHELF ENTERTAINMENT". LATE PAYMENTS SUBJECT TO 5% INTEREST MONTHLY ON BALANCE DUE.

CONTACT: MAYOR RICHARD REGOVICH
PURCHASER: CITY OF WILLOWICK ARTIST: LDER, WILLIAM MORRIS, JR.
PURCHASER ADDRESS: 321 EAST 314TH STREET ARTIST ADDRESS 11277 SPRAGUE ROAD
CITY / STATE / ZIP: WILLOWICK, OH 44095 CITY / STATE / ZIP: NO ROYALTON, OH 44133

PURCHASER SIGNATURE: ARTIST SIGNATURE:

COPY 1: SIGN AND RETURN

COPY 2: KEEP FOR YOUR RECORDS

BAND PERFORMANCE AGREEMENT

This BAND PERFORMANCE AGREEMENT is made on **Friday, March 12, 2021** by and between the **City of Willowick** (Venue/Event Administrator) ("Purchaser") and Funkology Entertainment LLC ("Band"). In consideration of the mutual promises and obligations in this Agreement, Purchaser and Band agree as follows:

- 1) **Engagement:** The Purchaser engages the Band to render a musical performance (the "Performance"), and Band agrees to render such Performance under the terms and conditions set forth in this Agreement. Band's performance pursuant to this Agreement is subject to the unavailability of Band as a result of sickness, accidents, acts of God, and other causes reasonably beyond Band's control.

- 2) **Location of Performance:** The Performance will take place at the following location:

Name of Venue/Location:

Lakefront Lodge

Venue/Location Address:

30525 Lakeshore Blvd Willowick, Ohio 44095

- 3) **Date and Time of Performance:** The date of the Performance is **Sunday, July 11, 2021**. The Venue/Location will be available for set up on the Performance date at **4:30 PM**. The Performance will be between the hours of **6:30 PM - 8:30 PM**. Band will play a Performance consisting of **1** sets with periodic breaks between sets.

- 4) **Payment:** In consideration for Band's services at the Performance, Purchaser agrees to pay the set fee of **\$700.00**, payable in full at the time of Performance. Payment shall be made in cash unless the Band has previously agreed to payment by bank check from Purchaser, received in advance of Performance.

a) Deposit Required N/A. If this Section 4 a is checked, Purchaser will pay Band an advance Deposit in the amount of \$ _____ on or before _____. If the Deposit is not received by Band on or before this date, Band shall have the option of cancelling this Performance Agreement with no notice or further responsibility to Purchaser.

b) **Payment of Balance.** Purchaser shall pay the remaining balance due to Band, after deducting any prepaid Deposit, in full at the time of Performance, in cash unless the Band has previously agreed to payment by advance bank

check from Purchaser.

- 5) **Cancellation:** In the event Purchaser cancels the Performance less than 30 days prior to the scheduled date, Purchaser will forfeit any prepaid Deposit, or, if no prepaid Deposit has been required, will pay Band a Cancellation Fee of 0% of the set fee described in Paragraph 4 (the "Cancellation Fee"). Upon payment of the Cancellation Fee or forfeit of any prepaid Deposit, Purchaser will have no further liability to Band pursuant to this Agreement. Band may cancel the Performance within Thirty (30) days of the Performance Date, or in the event of sickness, accidents, acts of God, or other causes reasonably beyond Band's control, in which case any Prepaid Deposit will be refunded to Purchaser and Band will have no further obligation to Purchaser.
- 6) **No Taping of Performance Without Band Permission:** Except as provided in Paragraph 7, Purchaser will not tape or transmit copies of the Performance or photographs of the Band without advance approval of Band.
- 7) **Promotion of Performance:** While Band will, in its sole discretion, promote the Performance when possible, Purchaser shall be responsible for all promotion and production of the Performance. Purchaser agrees to use its best efforts to promote the Performance with publicity, advertising, in-venue promotions, calendar listings, and any other means practical. Purchaser may use Band's name, photos, and likenesses for purposes of promotion of the Performance with prior permission of Band.
- 8) **Production Details:**

_____ - if checked, Purchaser will provide all Performance Venue production items, including lighting and audio equipment. Purchaser is responsible for making arrangement for adequate electricity supply and outlets for Band at Performance.

 X - if checked, Band will provide its own lighting and audio equipment at Performance. However, Purchaser is responsible for making arrangement for adequate electricity supply and outlets for Band at Performance.
- 9) **Insurance and Liability:** Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property liability insurance coverage, and such coverage shall extend to all activities related to Band's Performance, including time of set up and take down. Except for claims arising from Band's intentional or willful acts, Purchaser shall indemnify and hold Band harmless from any third party claims for injury, loss or damage.
- 10) **Independent Contractor Status of Band:** The Band and all performers therein acknowledge that it and they are independent contractors, and not employees of

Purchaser, and shall be responsible for all taxes associated with the fees paid. Purchaser shall control the time and location of the performance, while Band shall control the manner, means and details of such Performance.

11) **Entirety of Agreement:** This Agreement constitutes the entire agreement between the parties, and can only be modified in writing, executed by both parties. The Agreement cannot be transferred or assigned without the written consent of the parties. The Agreement shall be governed by the laws of the State of Ohio. If any provision of the Agreement is held invalid, the remaining provisions shall remain in full force and effect and are severable.

12) **Authority to Execute:** Each signator to this Agreement represents that it has the legal authority to bind a party to the provisions of the Agreement.

FUNKOLOGY ENTERTAINMENT, LLC (Band)

Bryan Keller

Bryan Keller, Managing Member

PURCHASER: _____ (Name)

By: _____

Name:

Title:



24473 Robinia Dr.
Bedford Heights, Ohio 44146

CONTRACT NUMBER: 19832
TODAY'S DATE: 3-23-21
ARTIST: MALT SHOPPE MEMORIES
PURCHASER: WILLOWICK CITY
VENUE ADDRESS: LAKE FRONT LODGE
30525 LAKESHORE BLVD
WILLOWICK, OH 44095
TOP SHELF REP: DENNIS BULONE

A DBA FOR CREATIVE ARTIST MANAGEMENT INC. topshlfent@aol.com (440)439-5422 fax(440)439-0212

ENGAGEMENT DATE: 8-1-21
PERFORMANCE TIME: 6:30 PM – 8:30 PM
AGREED PRICE: \$600
ENGAGEMENT TYPE:
SET UP: 5 PM
RIDER: OPERS, W9

DEPOSIT: \$ (certified check, money order or bank draft) PAYABLE TO: TOP SHELF ENTERTAINMENT upon signing of contract. If uncertified deposit check tendered, it will be received and deposited for clearance purposes only. If not paid upon presentation, contract, even if signed by all parties, is of no force or effect.

DEPOSIT RECEIVED: \$ DATE: REC'D BY:

PAYMENT BY PURCHASER: CASH/CHECK IN FULL TO JERRY MURRAY, AT END OF PERFORMANCE.

SPECIAL PROVISIONS: 1) IF RAIN, NEW DATE WILL BE SELECTED.
2) BAND WILL NEED TO PROVIDE W9 AND OPERS FORM (PEDACKN).

- * Top Shelf Entertainment is an independent contractor and is not an employee and is not an agent of the purchaser. Top Shelf Entertainment has no right nor ability to supervise artist's conduct nor music choices nor song choices.
 - * Artist shall at all times have complete supervision, direction and control over the services of its personnel in this engagement and expressly reserves the right to control the manner, means and details of the performance of services, as well as the ends to be accomplished, if and only if purchaser approves of all music and songs to be performed.
 - * It is understood "artist" executes this agreement as an independent contractor, not an employee of the purchaser.
 - * Top Shelf Entertainment, listed above is acknowledged to have fully performed upon the execution of this contract and shall not be liable for the default of the purchaser, or non-performance of the artist. No changes affecting Top Shelf Entertainment's commission shall be made without prior written approval of Top Shelf Entertainment.
 - * If artist, leader, or key personnel of group is rebooked into this or any establishment owned or controlled by purchaser, (including chain buyers of music) within 24 months from termination or execution of this contract agreement, purchaser and artist/leader shall be jointly and severally liable for payment to "Top Shelf Entertainment" at the rate due, owing or paid for previous engagement.
 - * Payment/balance to be made in United States currency, to leader, as specified above. There are no exceptions for any reason.
- *ANY QUESTIONS REGARDING CONTRACT OR COMMITMENT, NOTIFY TOP SHELF ENTERTAINMENT IMMEDIATELY.**

ARTIST: I AGREE TO PAY COMMISSION WITHIN 10 DAYS OF COMPLETION OF ENGAGEMENT, OR PRESENT OR FUTURE PURCHASER CAN WITHHOLD COMMISSION DUE "TOP SHELF ENTERTAINMENT". LATE PAYMENTS SUBJECT TO 5% INTEREST MONTHLY ON BALANCE DUE.

CONTACT: MAYOR RICHARD REGOVICH
PURCHASER: CITY OF WILLOWICK
PURCHASER ADDRESS: 321 EAST 314TH STREET
CITY / STATE / ZIP: WILLOWICK, OH 44095
ARTIST: LEADER, JERRY MURRAY
ARTIST ADDRESS: 1705 LAKEVIEW AVENUE
CITY / STATE / ZIP: LORAIN, OH 44053

PURCHASER SIGNATURE: ARTIST SIGNATURE:

COPY 1: SIGN AND RETURN

COPY 2: KEEP FOR YOUR RECORDS

ORDINANCE NO. 2021-20**AN ORDINANCE AUTHORIZING THE CITY TO IMPLEMENT
AN INCENTIVE PAY SCHEDULE IN THE FIRE DEPARTMENT
FROM APRIL 30, 2021 TO SEPTEMBER 26, 2021, AND
DECLARING AN EMERGENCY.**

WHEREAS, the City has determined that, in an effort to meet the safety needs of the community from April 30, 2021 to September 26, 2021, it is in the best interests of the City of Willowick and the citizens it serves to implement an incentive pay schedule for weekend shifts filled by firefighters in the Fire Department (defined as Friday at 6:00 p.m. to Sunday at 6:00 p.m.) from April 30, 2021 to September 26, 2021 at the additional hourly rate of \$8.00/hour, excluding holiday shifts.

WHEREAS, the incentive pay schedule total payments from April 30, 2021 to September 26, 2021 authorized herein shall not exceed \$50,112.00.

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

Section 1: The Finance Director is hereby authorized to remit payments to those City firefighters working weekend shifts (Friday at 6:00 p.m. to Sunday at 6:00 p.m.) from April 30, 2021 to September 26, 2021 at the additional hourly rate of \$8.00/hour up to a maximum of \$50,112.00, during said period. Weekend incentive pay shall not be paid in addition to any holiday time earned during this period.

Section 2: That the Mayor is authorized to execute any and all necessary documents effectuating the incentive pay schedule reflected herein.

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.

Section 4. This Ordinance 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, insofar as it provides for the usual daily operation of the City and its Fire Department and that it ensures the orderly and uninterrupted efficient operation of the safety forces of the City.

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

RESOLUTION NO. 2021-8**A RESOLUTION AUTHORIZING THE CITY OF WILLOWICK TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION CONTRACT (2021-2022) FOR THE PURCHASE OF ROAD SALT, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Willowick, Lake County, Ohio (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid (2021-2022) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

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

SECTION 1. The Political Subdivision hereby agrees:

(a) to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

(b) The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

(c) The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the winter road salt contract; and

(d) The Political Subdivision’s electronic order for a total of One Thousand Two Hundred Fifty (1,250) tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

(e) The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and

(f) The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

(g) The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 30, 2021 by 12:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

SECTION 2. All formal actions of this Council concerning the passage of this Resolution 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 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 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

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and Willowick Police Department with a place of business at 30435 Lake Shore Blvd Willowick, Ohio 44095 (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such videos and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).

2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of

the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such video and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

4. **Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

5. **Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from videos and supplemental data obtained by Agency through the use of Flock Services.

6. **Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

7. **Term; Termination.**

A. **Term.** This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

B. **Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will

immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

8. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

9. Limitation of Liability.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality.

A. Obligations. During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach

of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

11. **Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

12. **Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

13. **Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

BY: Flock Group, Inc.

Flock Group, Inc.

Agency

By:	<i>Alex Latraverse</i>	By:	
Name:	Alex Latraverse	Name:	Willowick Police Departmen
Title:	VP of Growth	Title:	
Date:	04/13/2021	Date:	