



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, January 02, 2024 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.

AMENDED AGENDA

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

1. Peace Officer Commission and Oath of Office-Police Officer Alex Bednar
2. Peace Office Commission and Oath of Office-Sergeant Gregory Williams
3. Peace Office Commission and Oath of Office-Lieutenant Mark Guerrieri

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 – Rob Daubenmire

Fire Chief – Bill Malovrh

Chief Housing/Zoning Inspector – Sean Brennan

WARD MATTERS

PUBLIC PARTICIPATION

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

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Mohorcic

Safety – Phares, Malta, Bisbee

Service, Utilities & Public Lands – Malta, Phares

Streets, Sidewalks & Sewers – Malta, Antosh, Mohorcic

Tax Compliance – Koudela, Antosh

Moral Claims – Antosh, Phares, Koudela

Budget – Mohorcic, Koudela, Bisbee

LIAISON REPORTS

Planning – Phares/Alternate Antosh

Board of Zoning Appeals – Alternate Koudela

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Plan Review Board – Antosh

Hearts & Hammers – Malta

FUND TRANSFERS & BID AUTHORIZATIONS

CONTRACT APPROVALS

- [4.](#) Motion Authorizing the Mayor to Enter into a 1-Year Maintenance Contract with Maximum Elevator
- [5.](#) Motion Authorizing the Mayor to Enter into a Contract with TruGreen for Weed Control at Manry Park LaForge Football Field in the Amount of \$3,689.21

INTRODUCTION & CONSIDERATION OF LEGISLATION

- [6.](#) Ordinance No. 2024-1

An Ordinance Approving and Confirming the Appointment of Christine Morgan as Clerk of Council and Declaring an Emergency

- [7.](#) Ordinance No. 2024-2

An Ordinance Approving and Confirming the Appointment of Cheryl Benedict as Director of Finance, Providing for the Compensation of the Director of Finance, Repealing Certain Ordinances and Declaring an Emergency

8. Ordinance No. 2024-3

An Ordinance Approving and Confirmation the Appointment of Stephanie Landgraf as Director of Law, Providing for the Compensation of the Director of Law of the City, Repealing Certain Ordinances and Declaring an Emergency

9. Ordinance No. 2024-4

An Ordinance Approving and Confirmation the Appointment of Julie Kless as Director of Recreation, Providing for the Compensation of the Director of Recreation, Repealing Certain Ordinances and Declaring an Emergency

10. Ordinance No. 2024-5

An Ordinance Approving and Confirmation the Appointment of Todd Shannon as Director of Public Service, Providing for the Compensation of the Director of Public Service, Repealing Certain Ordinances and Declaring an Emergency

11. Ordinance No. 2024-6

An Ordinance Approving and Confirming the Appointment of Sean Brennan to the Position of Chief Housing and Zoning Inspector, Providing for the Compensation of the Inspector, Repealing Certain Ordinances, and Declaring an Emergency

12. Ordinance No. 2024-7

An Ordinance Providing for Compensation of the Position of Secretary to the Mayor, Establishing Certain Duties of the Position and Declaring an Emergency

13. Ordinance No. 2024-8

An Ordinance Approving and Confirming the Appointment of Christine Morgan as Secretary to the Civil Service Commission and Declaring an Emergency

14. Resolution No. 2024-1

A Resolution Authorizing the Mayor to Make Application for Community Development Block Grant Funds, and Declaring an Emergency

MISCELLANEOUS

PUBLIC PARTICIPATION

EXECUTIVE SESSION

To Discuss the Employment and Compensation of a Public Employee

RETURN FROM EXECUTIVE SESSION

ADJOURNMENT

Maximum Elevator

Maximum Service Minimum Price

1''

Quarterly Maximum Lubrication Maintenance Contract With Annual Tests Included

Maintenance

Every Quarter we will check and clean machine rooms, cartops, and pits as needed. We will lubricate selectors, motors, generators, cartop and pit equipment. We will 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 call for service you will be billed at our standard rates, including materials, expenses and travel. If you authorize an emergency callback outside normal working hours, you will be billed at our standard overtime rates, plus materials, 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

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.

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

Maximum Elevator

Maximum Service Minimum Price

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 ay 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

Maximum Service Minimum Price

Quarterly Maximum Lubrication Maintenance Contract With Annual Tests Included

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

Number and type of units: One (1) Hydraulic Elevator

Start of Contract: 1-1-2024 TO 12-31-2024

Maintenance at the cost of: \$195.00 per quarter Plus tax if applicable

Maximum Elevator and 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: _____

P.O. Box 817 Brunswick, OH 44212 Ph. (216) 898-0987 Fax (440)-576-3099



Susan Napoli
 7460 Clover Ave
 Mentor, OH 44060

Item #5.

Phone: 440-975-0416

Customer Information

BILL TO:

CITY OF WILLOWICK
 31230 VINE ST
 WILLOWICK, OH 44095
 USA
 Phone:

SERVICE LOCATION:

MANRY PARK- LAFORGE FOOTBALL FIELD
 0000 Vine Street
 Willowick, OH 44095
 USA
 Phone:

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
MANRY PARK- LAFORGE FOOTBALL FIELD	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$131.11
MANRY PARK- LAFORGE FOOTBALL FIELD	Targeted Insect Control	10		\$276.90
Manry Parks- LaForge Football	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$131.11
Manry Parks- LaForge Football	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$131.11
Manry Parks- LaForge Football	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$131.11
Manry Parks- LaForge Football	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$131.11
Manry Parks- LaForge Football	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$276.90
Manry Pool (Inside Grassy Area)	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$59.59
Manry Pool (Inside Grassy Area)	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$59.59
Roosevelt School & Ball Fields	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$169.26
Roosevelt School & Ball Fields	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$169.26
Roosevelt School & Ball Fields	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$169.26

Roosevelt School & Ball Fields	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$169	Item #5.
Roosevelt School & Ball Fields	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$276.90	
ROOSEVELT SCHOOL & BALL FIELDS	Targeted Insect Control	10		\$276.90	
Willowick Community Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$79.85	
Willowick Community Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$79.85	
Willowick Community Center	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$79.85	
Willowick Community Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$79.85	
Willowick Municipal Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$83.42	
Willowick Municipal Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$83.42	
Willowick Municipal Center	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$83.42	
Willowick Municipal Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$83.42	
Willowick Service & Bldg	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$119.19	
Willowick Service & Bldg	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$119.19	
Willowick Service & Bldg	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$119.19	
Willowick Service & Bldg	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$119.19	

Subtotal: \$3,689.21
Total Sales Tax Amount: \$0.00
Grand Total: \$3,689.21

Description:

Standard Terms and Conditions

1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. Price increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.

3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over 30 days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.

4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____
 REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
 AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
 AUTHORIZED AGENT/CUSTOMER

ORDINANCE NO. 2024-1

AN ORDINANCE APPROVING AND CONFIRMING THE APPOINTMENT OF CHRISTINE MORGAN AS CLERK OF COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has appointed Christine Morgan as Clerk of Council pursuant to the provisions of Section 121.07 of the Willowick Codified Ordinances; and

WHEREAS, the Mayoral appointment of the Clerk of Council is further subject to confirmation by a majority vote of the members of Council.

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

Section 1. That the appointment by the Mayor of Christine Morgan as Clerk of Council of the City for a term commencing January 1, 2024 and terminating December 31, 2025, is hereby approved and confirmed.

Section 2. That all ordinances or parts thereof in conflict with the provision of the Ordinance is hereby repealed.

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 and further provides for the usual daily operation of a municipal department.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-2

AN ORDINANCE APPROVING AND CONFIRMING THE APPOINTMENT OF CHERYL BENEDICT AS DIRECTOR OF FINANCE, PROVIDING FOR THE COMPENSATION OF THE DIRECTOR OF FINANCE, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has appointed Cheryl Benedict as Director of Finance pursuant to the provisions of Section 5.4 of the Willowick City Charter and Council has approved said appointment.

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

Section 1. That the appointment by the Mayor of Cheryl Benedict as Director of Finance for the City for the term commencing January 1, 2024 and terminating December 31, 2027, is hereby approved and confirmed.

Section 2. That the aforesaid Director of Finance shall be paid compensation for the period beginning January 1, 2024 and terminating December 31, 2027 at the rate of Four Thousand One Hundred Seventy-Six and 67/100 (\$4,176.67) per bi-weekly pay period.

Section 3. That said Director shall respond to the inquiry of Council regarding the service of her Department and such matters that would come within her Department’s responsibilities.

Section 4. That all ordinance or part thereof in conflict with the provisions of this Ordinance are hereby repealed

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance, were conducted in an open meeting of this Council and that all deliberations of the Council and any of its committees that resulted in such actions, were conducted in meeting open to the public in compliance with all legal requirements included Chapter 123 of the Codified Ordinances of the City of Willowick.

Section 6. That this Ordinance constitutes an emergency measure in that the same provided for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provide for the usual daily operation of a municipal department.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-3

AN ORDINANCE APPROVING AND CONFIRMING THE APPOINTMENT OF STEPHANIE LANDGRAF AS DIRECTOR OF LAW, PROVIDING FOR THE COMPENSATION OF THE DIRECTOR OF LAW OF THE CITY, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has appointed Stephane Landgraf, Attorney at Law, Willoughby Ohio, as Director of Law pursuant to the provisions of Section 5.5 of the Willowick City Charter and Council has approved said appointment.

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

Section 1. That the appointment by the Mayor of Stephanie Landgraf as Director of Law of the City for a term commencing January 1, 2024 and terminating December 31, 2027, is hereby approved and confirmed.

Section 2. That the Director of Law shall receive compensation as follows:

- a) The City shall pay the Law Director Two thousand One Hundred Seventy-Two and 57/100 (\$2,172.57) bi-weekly for the following: Attendance at all regular meetings of Council and such special and adjourned meeting of Council as the Mayor or Council may request; the preparation of legislation, contracts and legal documents (subject to provisions of Sections 2(b), 2(c) and 2 (d) hereof); the furnishings of legal advice as many required for the various officials, departments, boards or commissions of the City; the preparation and supervision of the proceedings for the construction and financing of all improvements of the City; drafting zoning ordinances; services in connection with rezoning; services in connections with revisions to the Codified Ordinances of the City; and attendance at meetings and hearings of various commissions and boards of the City at which the attendance of the Director of Law is requesting. The time require to be expended by the Director of Law in performing the duties hereunder shall not exceed twenty (20) hours per month.
- b) For all time in excess of thirty (30) hours per month expended by the Director of Law in performing the duties described in subsection (a) hereof, the City shall pay the Director of Law such reasonable compensation as may be approved by the Council of the City.
- c) For representing the City or performing services for it in any matter of litigation including the prosecution of proceedings before administrative boards or tribunals, the City shall pay the Director of Law such reasonable compensation as may be approved by the Council of the City.
- d) The City shall reimburse the Director of Law for such reasonable out-of-pocket expenses incurred by the Director of Law in the performance of the duties imposed herein, including such items of expense as mimeographing, postage, photostating, long distance telephone calls, telegrams and travel expense.

Section 3. In addition to the payment provided in the foregoing paragraphs, the City shall provide Nine Hundred Forty-Six and 60/100 (\$946.60) bi-weekly for a municipal prosecutor.

Section 4. That the Director of Law be and she hereby is authorized, pursuant to Section 5.5 of the Charter of the City of Willowick, to retain, at her expense, the services of assistants or designees to assist her in the performance of the duties imposed upon her by virtue of this Ordinance.

Section 5. That the Mayor be, and he hereby authorized and directed to enter into a Contract with Stephanie Landgraf in accordance with the Agreement

Section 6. That said Director shall respond to the inquiries of Council regarding the services of her Department and such matters that would come within her Department’s responsibilities.

Section 7. That all Ordinances or parts thereof in conflict herewith by and the same are hereby repealed.

Section 8. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provides for the usual daily operation of a municipal department.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-4

AN ORDINANCE APPROVING AND CONFIRMING THE APPOINTMENT OF JULIE KLESS AS DIRECTOR OF RECREATION, PROVIDING FOR THE COMPENSATION OF THE DIRECTOR OF RECREATION, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has appointed Cheryl Benedict as Director of Finance pursuant to the provisions of Section 5.6 of the Willowick City Charter and Council has approved said appointment.

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

Section 1. That the appointment by the Mayor of Julie Kless as Director of Recreation for the City for the term commencing January 1, 2024 and terminating December 31, 2027, is hereby approved and confirmed.

Section 2. That the aforesaid Director of Recreation shall be paid compensation for the period beginning January 1, 2024 and terminating December 31, 2027 at the rate of Three Thousand Four Hundred Seven and 28/100 (\$3,407.28) per bi-weekly pay period.

Section 3. That said Director shall respond to the inquiry of Council regarding the service of her Department and such matters that would come within her Department’s responsibilities.

Section 4. That all ordinance or part thereof in conflict with the provisions of this Ordinance are hereby repealed

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance, were conducted in an open meeting of this Council and that all deliberations of the Council and any of its committees that resulted in such actions, were conducted in meeting open to the public in compliance with all legal requirements included Chapter 123 of the Codified Ordinances of the City of Willowick.

Section 6. That this Ordinance constitutes an emergency measure in that the same provided for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provide for the usual daily operation of a municipal department.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-5

AN ORDINANCE APPROVING AND CONFIRMING THE APPOINTMENT OF TODD SHANNON AS DIRECTOR OF PUBLIC SERVICE, PROVIDING FOR THE COMPENSATION OF THE DIRECTOR OF PUBLIC SERVICE, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has appointed Todd Shannon as Director of Public Service pursuant to the provisions of Section 5.3 of the Willowick City Charter and Council has approved said appointment.

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

Section 1. That the appointment by the Mayor of Todd Shannon as Director of Public Service for the City for the term commencing January 1, 2024 and terminating December 31, 2027, is hereby approved and confirmed.

Section 2. That the aforesaid Director of Public Service shall be paid compensation for the period beginning January 1, 2024 and terminating December 31, 2027 at the rate of Three Thousand Three Hundred Forty-Six and 87/100 (\$3,346.87) per bi-weekly pay period.

Section 3. That said Director of Public Service shall respond to the inquiry of Council regarding the service of his Department and such matters that would come within his Department’s responsibilities.

Section 4. That all ordinance or part thereof in conflict with the provisions of this Ordinance are hereby repealed,

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance, were conducted in an open meeting of this Council and that all deliberations of the Council and any of its committees that resulted in such actions, were conducted in meeting open to the public in compliance with all legal requirements included Chapter 123 of the Codified Ordinances of the City of Willowick.

Section 6. That this Ordinance constitutes an emergency measure in that the same provided for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provide for the usual daily operation of a municipal department.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-6

AN ORDINANCE APPROVING AND CONFIRMING THE APPOINTMENT OF SEAN BRENNAN TO THE POSITION OF CHIEF HOUSE AND ZONING INSPECTOR, PROVIDING FOR THE COMPENSATION OF THE INSPECTOR, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has appointed Sean Brennan as the Chief Housing and Zoning Inspector pursuant to the provisions of Chapter 1331.021 of the Codified Ordinance.

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

Section 1. That the appointment by the Mayor of Sean Brennan as Chief Housing and Zoning Inspector of the City for the term commencing January 1, 2024 and terminating December 31, 2027, is hereby approved and confirmed.

Section 2. That the aforesaid Chief Housing and Zoning Inspector shall be paid compensation for the period beginning January 1, 2024 and terminating December 31, 2027 at the rate of Three Thousand Two Hundred Eighty-Six and 03/100 (\$3,286.03) per bi-weekly pay period.

Section 3. That said Chief Housing and Zoning shall respond to the inquiry of Council regarding the service of his Department and such matters that would come within his Department’s responsibilities.

Section 4. That all ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed,

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance, were conducted in an open meeting of this Council and that all deliberations of the Council and any of its committees that resulted in such actions, were conducted in meeting open to the public in compliance with all legal requirements included Chapter 123 of the Codified Ordinances of the City of Willowick.

Section 6. That this Ordinance constitutes an emergency measure in that the same provided for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provide for the usual daily operation of a municipal department.

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

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-7

AN ORDINANCE PROVIDING FOR THE COMPENSATION OF THE POSITION OF SECRETARY TO THE MAYOR, ESTABLISHING CERTAIN DUTIES OF THE POSITION, AND DECLARING AN EMERGENCY.

WHEREAS, Willowick C.O. 131.02 establishes the position of Secretary to the Mayor as a position in the unclassified service of the City as authorized by Section 7.3(c) of the City Charter.

WHEREAS, pursuant to C.O. 131.02, the Secretary shall be appointed by the Mayor, shall serve during the pleasure of the Mayor and may be removed by the Mayor at any time.

WHEREAS, pursuant to C.O. 131.02, the Secretary shall be assigned and given compensation from time to time based upon efficient services; the Secretary shall additionally perform such services as may be prescribed or established from time to time by the Mayor.

WHEREAS, the position of Secretary to the Mayor was previously included in the bargaining unit known as the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 688 (Union) consisting of certain classified employees of the City of Willowick.

WHEREAS, on October 26, 2023, the State of Ohio State Employment Relations Board issued an Amendment of Certification excluding the Mayor’s Secretary, Clerk of Council and Secretary for the Civil Service Commission (1 position) from the bargaining unit (Case No. 2023-REP-04-0035).

WHEREAS, the Council of the City of Willowick, Ohio, deems it to be in the best interest of the City and to the orderly operation of all departments of the City to set the compensation of the position of Secretary to the Mayor, who shall during her employment additionally perform the duties of Secretary to the Civil Service Commission and Clerk of Council, unless and until otherwise modified or re-assigned.

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

SECTION 1. That the Secretary to the Mayor shall perform the duties of the Secretary to the Mayor, Clerk of Council and Secretary to the Civil Service Commission, at the following rate of pay, commencing with the first pay period of January 2024:

Secretary to the Mayor ... Twenty-One Dollars and Sixty-Eight Cents (\$21.68) per hour.

SECTION 2. That all ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provides for the usual daily operation of a municipal department;

WHEREFORE, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

ORDINANCE NO. 2024-8

AN ORDINANCE APPROVING AND CONFIRMING THE APPOINTMENT OF CHRISTINE MORGAN AS SECRETARY TO THE CIVIL SERVICE COMMISSION, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has appointed Christine Morgan as Secretary of the Civil Service Commission pursuant to the provisions of Section 169.03 of the Willowick Codified Ordinance.

WHEREAS, the Mayoral appointment of the Clerk of Council is further subject to confirmation by a majority vote of the members of Council.

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

Section 1. That the appointment by the Mayor of Christine Morgan as Secretary of the Civil Service Commission of the City for a term commencing January 1, 2024 and terminating December 31, 2025, is hereby approved and confirmed.

Section 2. That all ordinances or parts thereof in conflict with the provision of the Ordinance is hereby repealed.

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 and further provides for the usual daily operation of a municipal department.

WHEREFORE, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Christine Morgan, Clerk of Council

RESOLUTION NO. 2023-1

A RESOLUTION AUTHORIZING THE MAYOR TO MAKE APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Community Development Block Grant (CDBG) Program is a flexible program that provides communities with resources to address a wide range of unique community development needs; and

WHEREAS, the Lake County Commissioners, as funding permits, allocates CDBG funds pursuant to an application process from communities within Lake County; and

WHEREAS, the Council agrees that it is in the best interests of the City and its residents to authorize the Mayor to make application to the Lake County Commissioners and request CDBG funds to the following proposed projects: installation of new rubber mulch at the City playground, purchase of a new generator for use in the City Senior Center, and the design or installation of ADA compliant sidewalks on Vine Street.

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

Section 1. That the City of Willowick hereby authorizes the Mayor to make application to the Lake County Commissioners to request funds from the CDBG program for the following proposed projects: installation of new rubber mulch at the City playground, purchase of a new generator for use in the City Senior Center, and the design or installation of ADA compliant sidewalks on Vine Street.

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, welfare and dignity of the residents of the City of Willowick in that it supports to daily operation of the City Service Department; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____, 2024

SUBMITTED to the Mayor for his approval
on _____, 2024

ATTEST:

Christine Morgan, Clerk of Council

Monica Koudela, President of Council

APPROVED by the Mayor on
_____, 2024

Michael Vanni, Mayor