



**City of Willowick**  
**CITY COUNCIL REGULAR MEETING**

Tuesday, February 07, 2023 at 7:30 PM  
City Council Chambers

**ADA NOTICE**

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

**AGENDA**

**CALL MEETING TO ORDER**

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**APPROVAL OF MINUTES**

1. Motion to approve the minutes of the Regular City Council Meeting of January 17, 2023.
2. Motion to approve the minutes of the Special City Council Meeting of February 2, 2023.

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

**ADMINISTRATIVE APPEALS**

**REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR**

**COUNCIL DISCUSSION OF THE MAYOR'S REPORT**

**GENERAL COMMUNICATIONS & REPORTS – Directors & Officials**

**Service Director** – Todd Shannon

**Recreation Director** – Julie Kless

**City Engineer** – Tim McLaughlin

**Finance Director** – Cheryl Benedict

**Law Director** – Stephanie Landgraf

**Police Chief** – Brian Turner

**Fire Chief** – 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, Koudela, Mohorcic

**Safety** – Phares, Malta, Bisbee

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

**Streets, Sidewalks & Sewers** – Malta, Antosh, Mohorcic

**Tax Compliance** – Koudela, Antosh, Patton

**Moral Claims** – Antosh, Phares, Patton

**Budget** – Koudela, Bisbee, Mohorcic

## **LIAISON REPORTS**

**Planning** – Phares/Alternate Koudela

**Board of Zoning Appeals** – Koudela/Alternate Mohorcic

**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**

- [3.](#) Motion authorizing the Mayor to enter into a contract with The Ohio Association of Chiefs of Police, Inc. Advisory Services Division, for the Pre-Assessment process and Assessment Center process for the rank of Chief on Saturday. April 22, 2023 not to exceed \$5,900.00.
- [4.](#) Motion authorizing the Mayor to enter into a contract with Sunset Cinema LLC for the purpose of the Outdoor Family Movie Night at Dudley Park scheduled for July 22, 2023 at a cost of \$1450.00.
- [5.](#) Motion authorizing the Mayor to enter into a contract with Mr. Level Concrete Leveling for a fee not to exceed \$15,000.00 for joint repairs for the Fairway trunk storm sewer between Forestgrove Rd and E. 293rd Street.
- [6.](#) A motion authorizing the Mayor to enter into a contract with Civica for payroll software in the amount of \$49,860.

## **INTRODUCTION & CONSIDERATION OF LEGISLATION**

- [7.](#) Ordinance No. 2023-3 (Finance Director)

An Ordinance providing for the compensation of appointed officials and certain other employees of the City, repealing certain Ordinances and declaring an emergency.

8. Ordinance No. 2023-4 (Law Director)

An Ordinance amending Chapter 921 of the Codified Ordinances of the City of Willowick, Ohio, titled “Sewers Generally”; specifically Section 921.08, titled “Sanitary Sewer Flat Rates, and declaring an emergency.”

9. Resolution No. 2023-2

A Resolution to approve authorizations (Then and Now Certificate) to Comfort Control Systems in the amount of \$5,293.00, for the City of Willowick, and declaring an emergency.

10. Resolution No. 2023-3

A Resolution to approve authorizations (Then and Now Certificate) to Telecommunications Department in the amount of \$4,182.90, for the City of Willowick, and declaring an emergency.

11. Resolution No. 2023-4

A Resolution to approve authorizations (Then and Now Certificate) to Huntington National Bank in the amount of \$75,801.20, for the City of Willowick, and declaring an emergency.

12. Resolution No. 2023-5

A Resolution to approve authorizations (Then and Now Certificate) to Morton Salt in the amount of \$6,533.03, for the City of Willowick, and declaring an emergency.

13. Resolution No. 2023-6

A Resolution to approve authorizations (Then and Now Certificate) to City of Wickliffe in the amount of \$3,648.73, for the City of Willowick, and declaring an emergency.

14. Resolution No. 2023-7

A Resolution to approve authorizations (Then and Now Certificate) to Melzer’s Fuel Service in the amount of \$12,094.11, for the City of Willowick, and declaring an emergency.

15. Resolution No. 2023-8

A Resolution authorizing the Mayor of the City of Willowick to enter into a Memorandum of Understanding with the Board of Lake County Commissioners, for funding to purchase, license and maintain MySeniorCenter software in the City Senior Center, and declaring an emergency.

16. Resolution No. 2023-9

A Resolution authorizing the Mayor of the City of Willowick to enter into a Memorandum of Understanding with the City of Eastlake and City of Willoughby for the Vine Street Resurfacing Project through the Ohio Department of Transportation’s 2024 Urban Paving Program, and declaring an emergency.

## MISCELLANEOUS

17. A motion authorizing the Service Director to advertise and accept bids for grass-cutting for City facilities for the year 2023.

18. Motion to authorize the Mayor to enter into a 1-year lease with Kurtz Bros., Inc. for property located at 32800 Lakeland Boulevard, Willowick, Ohio.

19. Motion authorizing an expenditure in the amount of \$29,100 to Ciuni and Panichi for preparation of the city's financial statements to conform to Generally Accepted Accounting Principles (GAAP).

**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, January 17, 2023 at 7:30 PM  
City Council Chambers

**ADA NOTICE**

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

**MINUTES**

**CALL MEETING TO ORDER**

(Total meetings to date - 1)

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

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**PRESENT**

Council President Robert Patton  
Ward 1 Councilwoman Monica Koudela  
Ward 1 Councilman Patrick Mohorcic  
Ward 2 Councilwoman Natalie Antosh  
Ward 2 Councilwoman Theresa Bisbee  
Ward 3 Councilman David Phares

**ABSENT**

Ward 3 Councilman Charles Malta

**ALSO PRESENT**

Mayor Vanni, Finance Director Benedict, Law Director Landgraf, Fire Chief Malovrh, Police Chief Turner, Service Director Shannon, Chief Housing & Zoning Inspector Brennan, City Engineer McLaughlin and Council Clerk Trend

**ABSENT**

Recreation Director Kless

**APPROVAL OF MINUTES**

1. Motion made by Ms. Antosh, seconded by Ms. Bisbee to approve the minutes of the Regular City Council Meeting of January 3, 2023.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

2. Motion to appoint Tom Loncala to the Board of Health for a term ending December 31, 2025.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

**ADMINISTRATIVE APPEALS**

None.

**REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR**

The City has made a request to the Lake County Commissioner's Office for assistance with ARPA funds for the Fairway Sewer Project, traffic signals throughout the City and a generator for the Community Center. The City has also just learned that the City of Euclid passed legislation on October 3, 2022 increasing the sewer rate to Willowick by 25% which was effective January 1, 2023. The City was anticipating an increase to the sewer rate from Euclid but not to this extent and without prior communication from the City of Euclid. Finance Director Benedict stated this is an increase of approximately \$500,000.00 to the City. Mayor Vanni requested a Finance Committee meeting as soon as possible to discuss the rate increase.

**COUNCIL DISCUSSION OF THE MAYOR'S REPORT**

None.

**GENERAL COMMUNICATIONS & REPORTS – Directors & Officials****Service Director – Todd Shannon**

Report submitted electronically. Road crews are filling potholes and the sewer mains are being jetted and televised to be sent over to the City Engineer.

**Recreation Director – Julie Kless**

No written report - absent.

**City Engineer – Tim McLaughlin**

No written report.

**Finance Director – Cheryl Benedict**

No written report. Budget meetings with the directors and chiefs are finished. The December financial statement has been sent out.

**Law Director – Stephanie Landgraf**

No written report. Development standard revisions for the retail district and mixed use district will be on the next Planning Commission agenda.

**Police Chief – Brian Turner**

No written report. The 2022 Annual report has been sent out. The Police Department has obtained wheel locks for the Hyundai and Kia owners.

**Fire Chief – Bill Malovrh**

No written report.

**Chief Housing/Zoning Inspector – Sean Brennan**

No written report.

**WARD MATTERS**

Mr. Mohorcic will be the liaison alternate for Board of Zoning Appeals.

**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)*

Phil Detering, 469 Bayridge Blvd., inquired if the Fire Chief obtained the data on the number of ambulance runs made in the city last year. Chief Malovrh stated there were 2433 runs in 2022 and 2488 in 2021.

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

Finance Committee meeting will be scheduled for Monday, January 23, 2023 at 6:00 p.m.

**Safety – Phares, Malta, Bisbee**

No report.

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

No report.

**Streets, Sidewalks & Sewers – Malta, Antosh, Mohorcic**

No report.

**Tax Compliance – Koudela, Antosh, Patton**

No report.

**Moral Claims – Antosh, Phares, Patton**

Moral Claims Committee meeting will be scheduled for Thursday, January 26, 2023 at 6:00 p.m.

**Budget – Koudela, Bisbee, Mohorcic**

Budget Hearings re-scheduled to Saturday, February 11, 2023 at 8:00 a.m.

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

No report.

**Board of Zoning Appeals – Koudela**

No report.

**Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares**

No report.

**Recreation Board – Bisbee/Alternate Phares**

A CPR class will be given to all of the league coaches sometime in April.

**Plan Review Board – Antosh**

No report.

**Hearts & Hammers – Malta**

No report.

**FUND TRANSFERS & BID AUTHORIZATIONS**

None.

**CONTRACT APPROVALS**

None.

**INTRODUCTION & CONSIDERATION OF LEGISLATION****3. Ordinance No. 2023-1 (Law Director)**

An Ordinance establishing the 2023 Fee Schedule for the Willowick Recreation Department, repealing certain ordinances, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Ms. Bisbee to waive the three readings on Ordinance No. 2023-1.

**Discussion:** None.

**Vote:** all ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Ms. Bisbee to adopt Ordinance No. 2023-1.

**Discussion:** None.

**Vote:** all ayes. Motion carried.

*The Fiscal Officer's Certificate was presented to the Clerk of Council prior to the introduction of the Ordinance No. 2023-2.*

**4. Ordinance No. 2023-2 (Finance Director)**

An Ordinance providing for the issuance and sale of \$138,635 of notes, in anticipation of the issuance of bonds, for the purpose of paying costs of improving the Municipal Sewerage System, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Mohorcic to waive the three readings on Ordinance No. 2023-2.

**Discussion:** None.

**Vote:** all ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Phares to adopt Ordinance No. 2023-2.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

**5. Resolution No. 2023-1**

A Resolution to approve authorizations (Then and Now Certificate) to Morton Salt in the amount of \$6,342.57, for the City of Willowick, and declaring an emergency.



Motion made by Ms. Antosh, seconded by Mr. Phares to waive the three readings on Resolution No. 2023-1.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

## MISCELLANEOUS

6. Motion made by Ms. Antosh, seconded by Mr. Phares authorizing \$25,000 for CT Consultants to perform Sanitary Sewer System Engineering Services including review of CCTV of various sewers, sewer system Inflow and Infiltration studies, neighborhood smoke testing, sewer modeling, basement flooding studies, rain event analysis and sewer system metering.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

7. Motion made by Ms. Antosh, seconded by Mr. Phares authorizing the expenditure to Stryker in the amount of \$16,651.60 for eight LIFEPAK Defibrillators.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

## PUBLIC PARTICIPATION

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

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

None.

## ADJOURN TO EXECUTIVE SESSION

8. Motion made by Mr. Phares, seconded by Ms. Antosh to adjourn to Executive Session to consider the purchase or sale of real property and employment and compensation of a public official or employee at 8:06 p.m.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

## RETURN TO THE TABLE FROM EXECUTIVE SESSION

Motion to return to the table from Executive Session at 8:35 p.m.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

Motion to approve a contract with Sherman Valuation and Review, LLC. in an amount up to and not to exceed \$7,500.00 regarding the appraisal of commercial property owned by the city.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

## ADJOURNMENT

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

**Discussion:** None.

**Vote:** All ayes. Motion carried.

Meeting adjourned at 8:37 p.m.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL



**City of Willowick**  
**City Council Special Meeting**  
 Thursday, February 02, 2023 at 6:00 PM  
 City Council Chambers

**ADA NOTICE**

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

**Minutes**

**CALL MEETING TO ORDER**

The Special Meeting of Council was called to order at 6:00 p.m. by Council President Patton.

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL**

**PRESENT**

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

**ALSO PRESENT**

Mayor Vanni, Finance Director Benedict, Law Director Landgraf and Council Clerk Trend

**ADJOURN TO EXECUTIVE SESSION**

Motion made by Mr. Malta, seconded by Ms. Antosh to adjourn to Executive Session at 6:00 p.m. to discuss pending or imminent litigation.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

**RETURN TO TABLE FROM EXECUTIVE SESSION**

Motion made by Ms. Antosh, seconded by Mr. Phares to return to the table from Executive Session at 6:29 p.m.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Mohorcic to authorize Mayor Vanni to transmit the City's formal objection to the Euclid sewer rate increase to be effective Jan. 1, 2023 in accordance with the Agreement in effective between the City of Euclid and City of Willowick.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

**OTHER BUSINESS**

Mayor Vanni will be meeting with Mayor Gail from the City of Euclid on Tuesday, February 7th at 1:00 p.m. to discuss the sewer rate increase from them.

Finance Director Benedict presented Council members with options for sewer rate increase percentages.

A Finance Committee meeting will be scheduled for Tuesday, February 14 at 6:00 p.m.

**ADJOURNMENT**

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

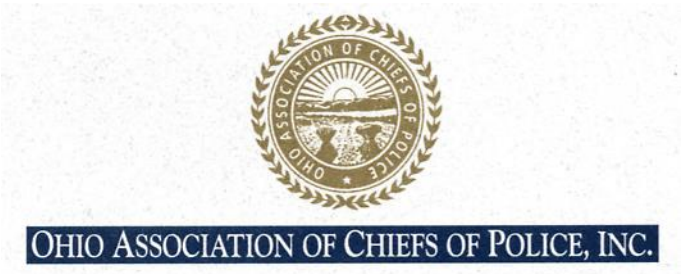
**Discussion:** None.

**Vote:** All ayes. Motion carried.

Meeting adjourned at 6:45 p.m.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL



January 23, 2023

Angela Trend, Clerk of Civil Service  
City of Willowick  
30435 Lakeshore Blvd  
Willowick, OH 44095

Dear Angela Trend:

Attached is a contract titled "Agreement For Services From The Ohio Association Of Chiefs Of Police, Inc., Advisory Services Division, For City of Willowick." Chief Matthew Fisher will serve as the Lead Consultant.

Please sign the agreement and return a copy. You may send it to The Ohio Association of Chiefs of Police, 6277 Riverside Drive, Ste 1S, Dublin, Ohio 43017 or fax it to 614-761-9509 or email it to [monica.miller@oacp.org](mailto:monica.miller@oacp.org). If you send or fax the contract, please mark it "Attn: Monica Miller."

We appreciate the opportunity to assist you. If you have any questions, please contact me at [mallory.murphy@oacp.org](mailto:mallory.murphy@oacp.org) or 614-761-4618.

Sincerely,

Mallory Murphy  
Director, Advisory Services

Encl: AGREEMENT FOR SERVICES

AGREEMENT FOR SERVICES FROM  
THE OHIO ASSOCIATION OF CHIEFS OF POLICE, INC., ADVISORY SERVICES DIVISION  
FOR **CITY OF WILLOWICK**

This AGREEMENT is entered into this **January 23, 2023** between the Ohio Association of Chiefs of Police, Inc., 6277 Riverside Drive, Dublin, Ohio 43017, hereinafter referred to as OACP, and the **City of Willowick, 30435 Lakeshore Blvd, Willowick, OH, 44095, Mayor Michael J. Vanni**, hereinafter referred to as CLIENT.

Whereas, OACP proposes to provide a service to the CLIENT, OACP will serve as administrator. The OACP will select or provide a list of names of Police Management Consultants, hereinafter referred to as CONSULTANTS, who will provide needed consulting services directly for the CLIENT. CONSULTANTS are subject to approval by the CLIENT.

ARTICLE I - STATEMENT OF SERVICES

1. The CONSULTANTS shall provide professional consulting services to the CLIENT.
2. The service to be performed by the CONSULTANTS for the CLIENT shall be to conduct the Pre-Assessment process and Assessment Center process for the rank of **Chief** within the **Willowick Police Department. Chief Matthew Fisher** will serve as the LEAD CONSULTANT and he will be assisted by additional CONSULTANTS, as required.

ARTICLE II - PERFORMANCE

1. All services to be performed pursuant to Article I of this AGREEMENT shall be conducted with the Assessment Center to be conducted on **4/22/2023**. The final written report will be submitted to **Angela Trend, Clerk of Civil Service** within three weeks after conducting the Assessment Center.
2. Each project phase involved in providing the services to be performed pursuant to Article I of this AGREEMENT shall be specified and scheduled by the mutual consent of the CLIENT and the LEAD CONSULTANT, Chief Matthew Fisher.
3. Biographical information regarding Assessment Team members should be provided by the Client to the candidates at least 14 days in advance of the date of the Assessment Center, unless it is not possible to do so, to offer the Candidates an opportunity to identify any potential conflicts of interest. The biographical information will be provided to the Client by the Lead Consultant at the time of the Pre-Assessment meeting or by the OACP Advisory Services Director in sufficient time to meet the 14 day stipulation, unless it is not possible to do so.
4. The Client will advise OACP and the Lead Assessor at least 14 days in advance if there are any special considerations with candidates that need to be accounted for in the planning of the Assessment Center.

ARTICLE III - INDEPENDENT CONTRACTOR

1. It is hereby agreed that the CONSULTANTS are independent contractors, and not employees of the OACP.
2. In addition, the CONSULTANTS will not hold OACP liable for any act or omission of their work or work products for the CLIENT.
3. The OACP shall procure and maintain professional liability insurance which shall indemnify the CONSULTANTS against any legal claim, including defense thereto, made as a result of error, omission, neglect or breach of duty of the CONSULTANTS while engaged in duties related to the OACP Advisory Services Division, or as a result of any work performed under the terms of this agreement.

ARTICLE IV - DISCLOSURE

- 1. Except as provided in Article VII, No. 2, it is hereby agreed that the CONSULTANTS and the OACP will keep findings, reports, and/or recommendations confidential to the public unless otherwise so agreed in writing.

ARTICLE V - DELEGATION OF AUTHORITY

- 1. It is hereby agreed that **Angela Trend, Clerk of Civil Service** is the sole party authorized to direct the work of LEAD CONSULTANT, Chief Matthew Fisher, and to approve the selection of the additional CONSULTANTS.

ARTICLE VI - EXPENSES

- 1. The CLIENT agrees to pay the OACP a sum not to exceed **\$5,900.00** for conducting the services described in Article I for up to **6** candidates.
- 2. If the assessment center is terminated by the Client, the Client agrees to reimburse OACP for all costs incurred up to the point of termination.
- 3. The CLIENT agrees to forward total payment for services no later than thirty (30) days following receipt of the invoice from the OACP. Partial invoices may be submitted as services are provided.
- 4. It is hereby agreed that the CLIENT will not withhold any money to the OACP for income taxes or retirement or for any other purposes, nor will the CONSULTANTS receive any fringe benefits.
- 5. If after the completion of the Assessment Centers and after providing the CLIENT the formal written reports for the Assessment Centers, the CLIENT requests that a CONSULTANT provide additional service to the CLIENT, then the CLIENT agrees to pay OACP for those services.

ARTICLE VII - CHANGES, MODIFICATIONS, OR RENEWAL

- 1. This AGREEMENT constitutes the entire agreement between the parties and any changes, modifications, or renewals of this AGREEMENT shall be made and agreed to in writing by both the OACP and the CLIENT.
- 2. The CLIENT and the OACP jointly acknowledge that the Final Report is a public document and that those requesting copies should do so from the CLIENT, who is the public entity. If the Final Report or any portion of the Final Report is released by the CLIENT, the CLIENT will not add anything to the Final Report or delete or change any portion of the Final Report document without adding a notice describing the action taken in modifying the document.
- 3. OACP will retain a copy of the Final Report in its files for a period of seven (7) years.
- 4. It is hereby understood that this AGREEMENT may be terminated prior to the first Assessment Center date set forth in Article II, No. 1 by mutual written consent between the OACP and the CLIENT.

ARTICLE VIII - STATE OF OHIO

- 1. This AGREEMENT shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.

**The Ohio Association of Chiefs of Police, Inc.**

**City of Willowick**

By: *Donna Harrass*

By: \_\_\_\_\_

**Donna Harrass, Executive Director**

**Mayor Michael J. Vanni**

Date: January 23, 2023

Date: \_\_\_\_\_

# Sunset Cinema LLC

2111 Cambridge Court, St. Marys, OH 45885

419-303-7371 or 419-305-6525

email: [sunsetcinema.llc@gmail.com](mailto:sunsetcinema.llc@gmail.com) website: [sunsetcinema.fun](http://sunsetcinema.fun)

## Personal Services Agreement

Agreement made between Sunset Cinema LLC (hereby referred to as SSC) 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 SSC and SSC 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**
2. Contact person: **Julie Kless**
3. Engagement date(s): **7/22/2023**
4. Movie Title: **TBD**
5. Movie Run Time (greater than 2.5 hours adds \$50/ .5 hour) **TBD**
6. Approximate Start Time: **Sunset**
7. Screen Size: **30'**
8. Generator: **No +\$50**
9. Number of shows: **1**
10. Agreed total price: **\$1450**
11. Form of Payment:
12. Notes:

Payment to be made to Sunset Cinema LLC or their representative by City of Willowick Parks and Recreation or their designee who will be solely responsible for total payment. Deposit and signed contract are due **March 24, 2023**. The deposit amount of **\$725** is payable to the address listed above or via the invoice. Deposits are non-refundable. The **signed** contract may be returned to the email address or physical address listed above. Return one signed copy of the contract and keep one for your records.

The balance of **\$725** is payable to Sunset Cinema LLC, and is due **7/22/2023** or at the beginning of each engagement before setup.

Additional terms and conditions: 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 staff/event.  
Cell# **440-479-2633**

\_\_\_\_\_  
PURCHASER

Anthony Taylor Mark Huber  
Sunset Cinema LLC

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



# Sunset Cinema LLC 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. **DEPOSIT and CONTRACT:** The deposit and signed contract must be received by the due date listed above for the contract to be valid. Deposits are non-refundable, and expire after 366 calendar days.
2. **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.
3. **SETUP:** 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 800 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 have the highest quality of picture. 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 thus provide a subpar experience to viewers. Headlights from nearby vehicles shining across the screen will also greatly impact picture quality.**

SSC begins setup approximately 2 hours prior to the movie time/sunset. . The screen and sound system will be set up within approx. one to two hours, weather/wind permitting. Audio equipment setup and testing begins after the screen is standing, and projection tests begin at dusk. The screen will begin deflating approx. 5-10 minutes after the end of the movie. 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.

4. **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 a rental of our generator for power for \$50.** 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 SSC. We cannot 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. External equipment requiring electrical power (cotton candy machines, popcorn machines, DJ equipment, etc.) may not be plugged into the same power supply as that which is needed to run SSC equipment.
5. **WEATHER:** Weather is the outdoor event planner's biggest variable. We can't change the weather, but there are ways to plan for it. We will continually monitor the weather with our cell phones and maintain contact with purchasers. You *may* shift event dates due to forecasted inclement weather, but the availability of the new date is not guaranteed until confirmed by SSC.

Decisions concerning canceling the event due to weather should happen prior to SSC staff leaving for the event, and no charges will apply if SSC hasn't begun traveling to the venue. If canceling after SSC staff has begun traveling to the event, the purchaser agrees to pay travel and labor costs of \$200.

If inclement weather occurs while the event is in progress, and less than 50% of the film is presented, SSC guarantees the purchaser one make-up event in the current season on an agreed upon date. The purchaser will be charged a fee of \$200 to cover labor and travel costs for the new event date.

Screens can take winds up to 20 mph (when trees start to sway vigorously). We can set up equipment with winds of up to 15 mph. Once the screen is standing, it can handle winds of 20 mph. Our technicians utilize a handheld anemometer to check wind speeds. Wind Speeds beyond 20 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) SSC reserves the right to protect its own equipment by canceling setup/production. SSC reserves the right to delay setup or to pause the production until suitable weather conditions exist.

6. **MOVIE:** Movies must be licensed DVD's. Licensing must be obtained by the purchaser for the event location. Movie licensing must be taken care of before you begin advertising the title of your movie. Visit [www.swank.com](http://www.swank.com) for information on film licenses for the title you want. **The selected film must be available on DVD.** Also, advertising restrictions may apply. Additionally, SSC reserves the right to 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 18. SSC is not responsible for any liability due to, but not limited to, video content or licensing.

Movies with run times greater than 2.5 hours will include an additional fee of \$50 and an additional \$50 for each .5 hour beyond 2.5 hours.

7. **RENTAL PACKAGE:** Every SSC event includes the following: Our 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, SSC will reschedule a re-showing at a mutually agreeable time. Responsibility for re-renting the licensed DVD will be the purchasers.
8. **ADS PRIOR TO MOVIE:** If you intend to have other media such as sponsorship ads presented onto the screen, SSC is not responsible for it to properly work. Our equipment can handle some burned DVD's and laptops with HDMI or VGA ports.
9. **SAFETY:** 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. SSC reserves the right to pause or end the event if security, crowd control, or safety concerns arise.

**Tips**

**What time should the movie begin?** 15-20 minutes after sunset is perfect timing. Sunset times for your city are available at [www.weather.com](http://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 day times.

If sunset is too late to begin, we'll begin when the event organizer tells SSC staff to begin the movie. Purchaser understands that this will not allow for best picture quality. If you want to wait until the image is at its best, plan on waiting another 20 minutes.

**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.

The projector is usually in the middle of the audience, about 3 ft off the ground. This will not block the best audience view of the screen.

**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.

**Do you need to drive on our lawn to deliver the equipment?** In most cases yes, but if a flat hard surface leads to the setup location, we can place the equipment without vehicles. Driving vehicles directly onto the setup area greatly speeds up setup and tear down.

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

# Estimate

2212-1610-6699  
2022-12-19



Mr. Level - Cleveland  
35522 Center Ridge Road  
Unit C  
North Ridgeville OH 44039  
office@mrlevel.com  
855-675-3835

City of Willowick - Tim McLaughlin  
31230 Vine St  
Willowick OH 44095  
tmclaughlin@ctconsultants.com  
440-951-9000

Project Proving & Assessment  
31230 Vine St, Willowick, OH, 44095

## Why Choose Mr. Level for your project?

- We are Ohio's **ONLY** Lifetime Warranty Concrete Leveling Business
- We match any Polyurethane estimates **PLUS** add our Lifetime Warranty
- BBB Accredited Business
- Mr. Level is a member of NARI, HBA, NCBIA, Blue Book, Home Magazine & Yelp
- Catch us daily on Fox 8

## EACH PROJECT IS EXPECTED TO BE PAID IN FULL UPON COMPLETION

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Pipe Infiltration and Intrusion Sealing</u> Utilizing Polyurethane foam injected through the pipe wall at one failed section, in various locations of that section, around the internal diameter, near the affected (leaking) area to add a layer of non-permeable closed cell foam at the pipe joint effectively blocking incoming ground water.  Price per sealed pipe junction - \$15,000.00 Includes joint seal, void fill, and soil stabilization in the affected area. The affected area is defined as X feet either side of the pipe junction and to a specified depth to seize water from infiltrating into	\$15,000.00	1.00 Per Joint	\$15,000.00

the pipe. Sealing and stabilization will be accomplished using a dual component polyurethane foam (hydrophobic), single component polyurethane foam (hydrophilic), or a combination of the two, to be determined by the Mr. Level team per conditions encountered at the application site.

Required Equipment Remote connection from the polyurethane reactor to the point of injection for control of mixing conditions and variables  
Polyurethane reactor capable of recording and saving injection data for quality control purposes  
Ability to utilize dual component Hydrophobic expanding polyurethane foam to ensure that all voids are filled  
Ability to utilize single component Hydrophilic polyurethane foam to mix with and absorb existing ground water (where present)  
Confined space trained (Mr Level was certified in 2022)  
Utilization of a 400' long to reach the mid-way point of the 150' long spans  
Towable generator to supply power to underground operations

Special Considerations Safety Expenditure is not included in the per joint price and will be outsourced to a confined space expert to be spread across the duration of the project. Traffic control is not included in the per joint price and will be adjusted as a per day unit price and outsourced to a traffic control expert. Any unforeseen service delivery contingencies are not covered by the per joint price and all issues will need to be covered in writing and agreed to by all parties  
Any Change orders will need to be in writing and covered by all parties

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Total \$15,000.00

By signing this Agreement, you intend to be bound by its terms and conditions. Furthermore, you, the Customer, hereby acknowledge you have received, read, understand and agree to the foregoing and each of the following which have been incorporated into this Agreement: 1) Estimate for services from Mr. Level 2) the Notice of Right to Cancel.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **AGREEMENT**

### **General Performance**

Customer hereby represents to Mr. Level that Customer is the legal owner of the property upon which services shall be rendered. Customer hereby contracts with Mr. Level to pressurize material under concrete pad(s) with the intent of leveling, raising or lifting the concrete pad(s) to a desired level. Mr. Level injects polyurethane material that has been tested and guaranteed not to shrink or fail; however, Customer agrees that Mr. Level is not liable for attempted leveling or lifts that fail due to concrete that has been improperly or poorly installed. Improper concrete thickness, low bag mixes, and poor installation may cause cracks to open or form on top of the concrete. Mr. Level will use best efforts to stabilize pads to reduce the size of crack separation. Customer understands that concrete pad separation commonly occurs when pads are lifted. Some concrete pads may not go back together due to dirt or debris washed into separated areas. Customer agrees that Mr. Level is not responsible for cracks, crack separation, or broken concrete. Customer further agrees that Mr. Level is not responsible for removing tree roots. Tree roots or other foreign objects under the concrete may continue to contribute to settling or shifting of the concrete. Concrete pads lifted to level the concrete pad with another concrete pad raised by tree roots or other foreign objects is not considered a permanent repair and cannot be warrantied

### **New Concrete**

Any unforeseen situations will be handled accordingly. Any additional stone over two (2) inches beyond the estimated amount will be billed as an extra. These conditions may occur due to soft, spongy ground that would need to be taken out to perform the work correctly and/or due to elevation changes. Although Mr. Level will try to minimize it, some damage may occur to lawn and/or landscaping. Mr. Level will not be responsible to make repairs unless contracted to do so. Payment to be as follows: 50% of the contract price is due seven (7) days prior to work being started and the remaining amount is due on the day of completion of pour. All major credit cards accepted. Please note, there is no guarantee on cracks, spalling or other movement of concrete, or on color or pigment variations. For best results seal concrete every year and do not use salt or any other de-icing products.

### **Payment Terms**

Customer agrees to pay Mr. Level the amount set forth in the Estimate upon completion of work. If not paid at the completion of work, amounts due will be invoiced to the Customer. Advance deposits may be required. A service charge of two percent (2%) per month will apply to all balances past due more than 30 days. An invoice fee of twenty dollars (\$20.00) will apply for each late fee notice dispatched to Customer. Customer agrees to reimburse Mr. Level for all costs and expenses incurred by Mr. Level for the collection of unpaid invoices including, but not limited to, the cost of reasonable attorney fees. Customer agrees there will be a \$35.00 fee for all checks returned for insufficient funds.

### **3rd Party Financing**

Mr. Level offers a 12month Interest free Finance option through a Third Party. If using the 12month financing option as payment, Customer agrees to make full payment if denied financing. It is the Customer's responsibility to inform Mr. Level that Customer desires to cancel due to being denied approval for financing. Signing the Estimate from Mr. Level is not a part of the Third Party Financing.

Unless Mr. Level receives notification from Customer about canceling, Mr. Level will continue on with the repair of your property.

Item #5.

## **LIMITATION OF LIABILITY**

All work will be completed in a professional and workmanlike manner. All underground piping, objects, utilities, electrical devices and sprinkler heads are the sole responsibility of the Customer and shall be conspicuously marked by Customer. If the concrete lift fails or the concrete cannot be raised and must be replaced, it is the Customer's sole responsibility to replace the concrete slab. Mr. Level may need to cut back, trim, or modify existing structures or materials that abut to the area to be lifted such as concrete pads, siding, lamp or porch posts in order to allow the concrete to lift to the proper position. **\*\*CUSTOMER AGREES THAT MR. LEVEL IS NOT RESPONSIBLE FOR ANY REPAIRS OR REPLACEMENT OF ANY STRUCTURES OR MATERIALS CUT, TRIMMED OR MODIFIED IN THE CONCRETE LIFTING PROCESS.\*\***

**THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES MR. LEVEL IS NOT RESPONSIBLE FOR DAMAGES THAT OCCUR DURING, OR AS A RESULT OF, CONCRETE LEVELING OR LIFTING INCLUDING, BUT NOT LIMITED TO, EXISTING LANDSCAPING, PLUMBING OR ELECTRICAL FIXTURES, CONCRETE PADS, FLOORS OR WALLS. FURTHER, MR. LEVEL IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY CONCRETE LEVELING OR LIFTING THAT LEADS TO OR MIGHT LEAD TO ABNORMAL LIFTING, OVER LIFTING, UNEVEN LIFTING, SETTLING OR SIDE PINCHING.**

## **Lifetime Warranty**

Unless waived by the Customer, based on the parameters set forth below, Customer shall receive a Lifetime Warranty ("Warranty") from Mr. Level. This does not include a Warranty on Deep Foam, Break wall or any jobs done within 200 feet of standing water. **\*\*WARRANTY COVERS THE FOLLOWING\*\***; Mr. Level will re-level any concrete pad that re-settles more than 1/2 inch. Warranty re-leveling must be completed by Mr. Level. Warranty is Transferable upon written request by property owner prior to sale of their property. Warranty is strictly limited to re-leveling of a settled or sunken concrete pad previously leveled by Mr. Level. Warranty excludes: a) cost of saw cutting, patching, caulking, or concrete replacement, b) accidental cracking in the concrete slab, c) abnormal lift, over lifting, uneven lifting, uneven pinching, improperly poured or maintained concrete slabs, d) special, indirect or consequential damages, e) damage resulting from Customer's improper use, f) damage resulting from flooding or other acts of God.

**IF CUSTOMER ACCEPTS A "REDUCED WARRANTY" OFFERED BY MR. LEVEL FOR WAIVING THE LIFETIME WARRANTY, THE CUSTOMER ACCEPTS THE LEVELING OR LIFT "AS IS" WITH NO EXPRESS OR IMPLIED PRODUCT OR SERVICES WARRANTY OF ANY KIND.**

## **Slab Building**

Property owners shall supply Mr. Level with a blueprint of the floor with all utilities properly marked. Mr. Level is not responsible for any blocked vents, broken water, gas and fuel oil, or electrical lines. The area to be lifted needs to have all carpet, vinyl, or wood removed, exposing the bare concrete surface. All wall hangings and furniture need to be removed. The owner or the owner's contractor shall be responsible for removing moldings and casings around doors and windows, as well as, cabinets, counter tops and kitchen and bathroom tiles. When lifting walls, plaster and paint may crack and existing cracks may not completely seal. Mr. Level is not

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responsible for any special, indirect or consequential damages resulting from the movement in concrete slab.

Item #5.

**Notice Of Right To Cancel**

You, the Customer, may cancel this transaction, without any penalty or obligation, with 30 days written notice to Mr. Level. If you cancel, any property trade in, any payment made by you under the contract or sale, and negotiable instrument executed by you will be returned within ten (10) business days following receipt by Mr. Level of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Mr. Level at your residence or property, in substantially as good condition as when received, any materials delivered to you under this contract or sale; or you may if you wish, comply with the instructions of Mr. Level regarding the return shipment of materials at Mr. Level's expense and risk. To cancel this transaction, date and sign on the line below and mail or deliver a signed and dated copy of this cancellation notice or any written notice to: Mr. Level at 36954 Sugar Ridge Road, North Ridgeville, Ohio 44039 no later than midnight of the third day stated above.

\_\_\_\_\_ Date \_\_\_\_\_ Signature By dating and signing above, I hereby elect to cancel this transaction, without any penalty or obligation pursuant to the terms and conditions outlined the Notice Of Right To Cancel

**Miscellaneous**

This Agreement shall be construed and governed under the laws of the State of Ohio, and any claims or disputes shall be presented and resolved only in local, county or state courts within the State of Ohio. If any term of this Agreement is invalidated or determined to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall survive and remain in full force and effect. This Agreement together with the Estimate, and attached Notice of Right to Cancel constitutes the entire agreement. Customer and Mr. Level agree no other agreements, oral representations or promises have been made. Modifications to this Agreement must be made in writing and signed by Customer and Mr. Level.



## CIVICA SUPPLY, IMPLEMENTATION AND SUPPORT CONTRACT

### BETWEEN

- (1) Civica North America, Inc., incorporated in the state of Ohio, U. S. A., headquartered at 52 Hillside Court, Englewood, OH (**Civica**); and
- (2) City of Willowick, a local government agency registered in Ohio, with its primary office at 30435 Lakeshore Blvd., Willowick, OH (**Customer**).

### BACKGROUND

- (A) Customer has a requirement for a software system and wishes to use Civica's software and services in its business operations.
- (B) Civica has agreed to supply software and services to Customer in accordance with the terms of this Civica Supply, Implementation and Support Contract.
- (C) The Customer has agreed to take and pay for Civica's software and services subject to the terms and conditions of Contract.

### AGREED

#### 1. Definitions

- 1.1 The following definitions apply to this Contract:

**Annual Fees** means recurring fees payable by Customer each Year in order to continue to use the Software and the Third Party Software. The current fees are detailed in Schedule 3.

**Civica Hardware** means hardware that is not sold to Customer, but provided to Customer by Civica in order to provide the Services.

**Civica Service Manager** means the person nominated by Civica as its authorized representative who will be the prime point of contact for the purpose of this Contract.

**Confidential Information** means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party including but not limited to all designs, design studies, surveys, project plans, implementation plans, software, customised specifications, system configurations, user guidance, training hand-outs, proprietary data whose disclosure to third parties may be damaging and other similar information, and any Software or materials which have been, or will be supplied to Customer by Civica in connection with this Contract.

**Contract** means the terms and conditions of this Civica Supply, Implementation and Support Contract including all the Schedules.

**Customer Responsibilities** means those obligations to be performed by Customer as detailed in Clause 5.

**Customer Service Manager** means the person nominated by Customer as its authorized representative who will be the prime point of contact for the purpose of this Contract.

**Equipment** means all items of hardware, equipment and associated documentation, excluding Civica Hardware, supplied by Civica to Customer under the Contract, including, without limit, such items listed in Schedule 2.

**Fees** means all charges payable under this Contract including the Licence Fees, implementation charges and Support Fees payable by Customer to Civica as detailed in Schedule 3.

**Implementation Services** means any services provided by Civica associated with the implementation of the Software or the Products.

**Information Security Standards** means the standards document setting out details of the security standards and measures Civica has agreed to maintain.

**Initial License Fees** means initial License Fee payable by Customer on delivery of the Software and Third Party Software as set out in Schedule 3.

**Installation Address** means Customer's authorized site as detailed in Schedule 1.

**Intellectual Property Rights/IPR** means all intellectual and industrial property rights including copyright, licenses, patents, know-how, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process whether in existence at the date hereof or created in the future.

**License Fees** means the Initial License Fees and the Annual Fees.

**Minimum Period** means the minimum term the Software license and the Services are to be provided under the Contract which is a period of Five Years from the Start Date.

**Maintenance Release** shall mean a new release of the Software that is substantially the same as the current Software, which is issued by Civica in order to remove known errors or otherwise improve or enhance the Software.

**Minimum Hardware Requirements** means the description of hardware required to run the Software (and if applicable the Third Party Software) and on which the Software is licensed to be used and whose minimum configuration is described in Schedule 1 or otherwise made known to Customer.

**New Version** shall mean a release of the Software that incorporates significant new or additional functionality and features. New Versions may be subject to additional license and implementation fees.

**Open Source Software** means software that is supplied on an "as is" basis with the Software and is supplied to Customer with all of the rights granted under the applicable licence.

**Order** means a document that is agreed between Customer and Civica for the provision of additional software and services as described in Clause 6.6.

**Product(s)** means Equipment and/or Third Party Software, if any.

**Services** mean any services provided by Civica under this Contract as detailed in Schedule 2 including the Implementation Services and the Support Services.

**Service Desk** means the central point of contact within Civica for Customer's users of the service.

**Service Levels/SLA** means the service level agreement detailed in Schedule 2.

**Software** means Civica's proprietary software and all programs, modules, media and associated documentation (excluding Third Party Software and Open Source Software) licensed to, or made available to Customer under this Contract, as listed in Schedule 2, together with any updates or Maintenance Releases (but excludes New Versions).

**Software Error** means an error in the program code of the Software which causes the Software to be partially or totally inoperative or causes incorrect data to be displayed or stored.

**Special Terms** means any special, additional or varied terms and conditions including third party terms and conditions, agreed between the parties that are set out in Schedule 4 and form part of this Contract.

**Start Date** means the date when this Contract is signed by both parties (if on different dates the later of the two dates).

**Support Fees** means the fees payable each Year for the Support Services detailed in Schedule 3.

**Support Services** means the maintenance and support services for the Software (and if applicable Products) as described in Schedule 2.

**Third Party Software** means any third party software and associated documentation, including, without limit, that listed in Schedule 2, supplied by Civica under this Contract to Customer that is subject to the third party software owner's licensing terms and conditions included in the Special Terms, or which accompany the third party software, or that have been agreed in writing between Customer and the third party software owner.

**Working Day** means 8:00am – 5:00pm EST Monday through Friday excluding Civica U. S. observed holidays.

**Year** means initially one year from the Start Date and thereafter the 1 January – 31 December (being a reduced term in the 2<sup>nd</sup> year being the anniversary of Start to 31 December) and each subsequent anniversary.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

- 1.3 A person includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.7 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.8 References to clauses and schedules are to the clauses and schedules of this Contract. References to paragraphs are to paragraphs of the relevant schedule.
- 1.9 Customer and Civica agree that these terms and conditions, together with any Special Terms shall apply to this Contract, and that in the event of, and to the extent of, any conflict or inconsistency between the Special Terms and these terms and conditions the Special Terms shall prevail.

## **2. Contract Term**

- 2.1 This Contract and the Software Licence granted under clause 4 will be in force for the Minimum Period and thereafter it shall continue until it is terminated:
- 2.1.1 by either party upon 90 days written notice to the other party, such notice to expire at the end of the next Year; or
- 2.1.2 otherwise in accordance with the terms of this Contract.

## **3. Civica Obligations**

- 3.1 Civica shall provide the Products, Software and Services to Customer and shall carry out the tasks in accordance with the provisions of this Contract from the Start Date, including:
- 3.1.1 supply Customer with a copy of the Software (together with one copy of the appropriate on-line manuals, on the appropriate media);
- 3.1.2 if any, supply the Customer with the Products including copies of any Third Party Software;
- 3.1.3 provide the Services using reasonable care and skill in accordance with good industry practice;
- 3.1.4 if any, provide the Civica Hardware;
- 3.1.5 provide the Support Services.
- 3.2 The Software License and Products shall be provided by Civica from the Start Date subject to Customer paying the relevant Fees. Support Services will be provided from the Start Date and subject to Customer paying the Annual Fees and Support Fees each Year thereafter or other negotiated date and until this Contract is properly terminated in accordance with Clause 2.2. No refund will be given for Fees paid in advance on termination.
- 3.3 Civica shall, where applicable and shown as being provided in Schedule 1 and Schedule 2, install the Software and Products and deliver any Civica Hardware at the Installation Address or as specified in Schedule 1.
- 3.4 Civica shall not be liable for any failure to provide or delay in providing the Services or for any failure to meet or delay in meeting the Service Levels, to the extent that they arise out of or in connection with any:
- 3.4.1 act or omission of Customer or its employees, agents or subcontractors which affects Civica's ability to provide the Services;
- 3.4.2 breach by Customer of its obligations including Customer Responsibilities under this Contract;
- 3.4.3 inaccurate or incomplete data, information or documentation provided by Customer;
- 3.4.4 failure by a third party to fulfil its obligations to Customer;

- 3.4.5 use by Customer of non-manufacturer recommended media and supplies, or any neglect or improper use, or electrical disturbances, or any unauthorized use, of the Products, Software and Services or modification by persons other than Civica employees.
- 3.5 Subject to reasonable notice, Civica will provide information that Customer reasonably requests in order to meet its audit requirements. Civica reserves the right to charge a reasonable fee if Customer requires Civica to hold and make available information that is not covered by normal accounting practices and would not normally be made available by a commercial organization.

#### **4. Software License**

- 4.1 Civica grants to Customer upon payment of the applicable License Fees and subject to the terms and conditions in this Contract, a non-exclusive, non-transferable, term license in object code only to use the Software. The Software shall include any Maintenance releases and/or updates of the Software licensed to Customer under the Support Services.
- 4.2 Without prejudice to the other provisions of this Contract, the license granted in Clause 4.1 is subject to the following conditions:
- 4.2.1 The license is personal to Customer and the Software may only be used by Customer for its internal business purposes on a computer system meeting the Minimum Hardware Requirements.
- 4.2.2 Except to the extent permitted by law, Customer shall not, nor permit any third party to, adapt or modify the Software, or decompile, reverse engineer, disassemble or otherwise derive the source code of the Software.
- 4.2.3 Server elements of the Software are only licensed for use on a single live database and no more than two additional databases may be used for the purposes of testing and training only.
- 4.2.4 Customer may only make as many copies of the Software as are reasonably necessary for operational security, including back-up purposes, and lawful use. Such copies and the media on which they are stored shall be the property of Civica. Customer shall make full and accurate records of such copying and location of the copies and make these available to Civica upon request.
- 4.2.5 The Software is the confidential proprietary information of Civica or its licensor and as such Customer shall not modify or remove any copyright or proprietary notices on the Software and shall reproduce such notices on any copies of the Software and shall treat such Software as confidential.
- 4.2.6 The Software may only be installed at the Installation Address. If Customer wants to change the Installation Address prior consent is needed from Civica.
- 4.2.7 Customer shall not permit any third party to use, access or possess the Software nor use the Software on behalf of or for the benefit of any third party, including any consulting, service-bureau, time-sharing, rental or services of any other kind, except for a third party which provides outsourced services to Customer under a written agreement. The Customer shall be liable to and warranty Civica in full in respect of any breach of the license conditions or obligations of confidentiality caused by such third party, as if such acts or omission were its own, to the extent permitted by Ohio law.
- 4.2.8 If the Software fails to operate due to Customer linking to, accessing or otherwise using the Software or causing the Software to be used in conjunction with, any third party software, database or other application without the prior written consent of Civica then Civica shall not be liable. Customer is not allowed to use third party software which is designed to replicate, run or operate in conjunction with the Software without Civica's written consent.
- 4.3 Products, including Third Party Software, and Open Source Software supplied by Civica will be subject to separate license terms and conditions as notified to Customer by Civica. Civica will pass through all licenses, terms and warranties to Customer upon receipt of payment for the Products. In the event of conflict between the third party license terms and the terms of this Contract, the third party license terms shall prevail in respect of such Products only.
- 4.4 Customer acknowledges that the Software may incorporate technical means of enforcing or monitoring the license terms of the Software, which may result in Customer being unable to utilize the Software beyond these Contract terms.

4.5 Civica shall place current copies of the source code of the Software with its chosen agency, each quarter. The Customer shall have the right to demand delivery of the source code for the Software upon the conditions and pursuant to the terms of an Escrow Agreement to be executed by and between the escrow agent, and Civica, for the benefit of Customer.

## 5. Customer Obligations

5.1 Customer shall:

5.1.1 only use the Products, Services and Software in accordance with the usage restrictions shown in Schedule 1;

5.1.2 use the Software in accordance with the license terms set out in Clause 4;

5.1.3 promptly pay to Civica the Fees and any other charges due under this Contract in accordance with Schedule 3;

5.1.4 where required, permit reasonable access by Civica to its sites including the Installation Address, in order for Civica to (i) perform its obligations under this Contract; and (ii) ensure compliance with the terms of the Software license;

5.1.5 where Civica personnel are required to work at Customer sites, ensure that its personnel provide all reasonable assistance including desk space, telecommunications equipment and administrative support, as and when required by Civica to discharge its obligations, and particular take all measures necessary to comply acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of this Contract;

5.1.6 carry out and comply with the Customer Responsibilities;

5.1.7 be responsible for (i) its connectivity to the Internet including remote support access by Civica; and (ii) the compatibility between its IT system and the Software and/or Products;

5.1.8 when notified by Civica or the owners of Products supplied, implement promptly any Maintenance Releases or other fixes or upgrades of any system software necessary for the successful operation of the Software and Products;

5.1.9 purchase the necessary upgrade to the license to accommodate higher volumes of usage when any license usage restrictions are exceeded, if applicable.

5.2 Customer agrees that it is the best judge of the value and importance of the data held on the hardware running the Software (and if applicable the Third Party Software) and will be solely responsible for instituting and operating all necessary daily backup procedures to minimize the risk of loss of data.

5.3 Customer warrants that shall in no way allow unauthorized use of the Software by the Customer or any third party whether through breach of this Contract or any other negligent or wrongful act.

5.4 Customer represents and warrants that it possesses the full power and authority to enter into and perform its obligations under this Contract.

## 6. Services

6.1 Unless otherwise stated in Schedule 2 the Services will be provided by Civica or its affiliates or its or their representatives or contractors on Working Days, either at Civica sites or at the Installation Address.

6.2 Customer will give to Civica promptly upon request such information and documents as Civica reasonably requires for the provision of the Services.

6.3 Services will be provided in accordance with this Contract and in particular Schedule 2. Each party shall perform its obligations set out in this Contract in a timely manner.

6.4 If the dates scheduled for delivery of the Implementation Services are deferred or cancelled by Customer, Civica may revise any scheduled date for completion of any part of the Implementation Services and/or change for the days as detailed in Clause 12.5.

6.5 Support Services are only available for the then current and immediately preceding release of the Software.

## **Additional Services**

6.6 This Contract also acts as an umbrella agreement, which sets out the general terms for the supply of additional related software and services by Civica to the Customer, when so requested from time to time. Such additional software and services and any particular special terms and conditions applicable to the supply thereof shall be set out in Orders. If Civica provides any additional software or services Customer shall be charged separately for the provision of these at Civica's then prevailing rates for such software or services.

## **7. Delivery and Acceptance**

7.1 Upon delivery of any Products to Customer's premises risk shall pass to Customer; title to and property in the Products shall remain with Civica until payment for the Products is made in full by Customer and is received by Civica.

7.2 Where installation of Software:

7.2.1 is by Civica, delivery shall be the date when Civica installs the Software onto the associated hardware either at Civica's premises, or premises of a third party acting on Customer's or Civica's instructions, or the Installation Address;

7.2.2 is a Customer Responsibility, delivery shall be the date the Software is delivered to Customer (either by a physical delivery on media, or remotely by electronic means).

7.3 Acceptance of Software shall be on the earlier of:

7.3.1 delivery or delivery and installation of the Software as detailed in Clause 7.2; or

7.3.2 deemed to have occurred on the date of first live use or processing of data (except for testing purposes).

## **8. Warranties**

8.1 Each party warrants to the other that it has the full power and authority to enter into and perform this Contract.

8.2 Civica warrants in respect of the Software:

8.2.1 that it will, during normal use, provide the facilities and functions described in the accompanying software manuals. Such warranty will start upon acceptance of the Software (in accordance with Clause 7) and continue for so long as the Software is supported by Civica and Customer continues to pay the Annual Fees and Support Fees; and

8.2.2 it has tested for viruses in the Software using commercially available virus checking software consistent with current industry practice.

8.3 If the Software fails to comply with the warranty in Clause 8.2 and Customer gives Civica written notice of such breach together with such information as may be reasonably necessary to assist Civica in resolving the breach, Civica shall at its own expense and within a reasonable time:

8.3.1 remedy the breach by repairing or replacing the Software or any part; or

8.3.2 advise how to achieve substantially the same functionality as described in the software manuals through a different procedure from that set out in the software manuals; or

8.3.3 refund the appropriate portion of the Licence Fees paid for the Software or module provided Customer deletes and returns all copies of the Software or module to Civica.

8.4 The warranties in Clause 8.2 shall not apply if the Software is:

8.4.1 not being used in accordance with Clause 4;

8.4.2 not used in accordance with the software manual;

8.4.3 used in a manner for which it was not intended or other than as permitted by this Contract; or

8.4.4 Third Party Software or Open Source Software.

8.5 Customer acknowledges that:

8.5.1 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of this Contract;

8.5.2 the Software is not customized software and has not been prepared to meet Customer's individual requirements and that it is therefore the responsibility of Customer to ensure that the facilities and functions in the Software meet its requirements.

8.6 Subject to Clause 4.3 Civica shall pass to Customer the benefit of any warranties for the Products that are available from the manufacturers.

8.7 Civica warrants that the Services will be carried out with reasonable skill and care and in accordance with good industry practice. In the event of a breach of the warranty under this Clause 8.7 and provided such breach is reported to Civica within a reasonable time (given the nature of the Service) after completion of the Service and, Civica shall re-perform the Service without additional charge to Customer within a reasonable period of time.

8.8 The express terms of this Contract are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

## **9. Intellectual Property Rights (IPR)**

9.1 All IPR in the Software, any Products and the Services supplied by Civica from time to time, including all trade secrets, copyright, patent rights, ideas and any other IPR in relation thereto, shall belong to Civica or its suppliers or a third party licensor.

9.2 Civica shall defend or, at its option, settle any claim brought against Customer that its normal use or possession of the Software, excluding Products and Open Source Software, in the US and in accordance with this Contract infringes any IPR of any third party and shall indemnify Customer against any damages finally awarded against Customer in respect of such claim and any reasonable costs and expenses incurred by Customer provided that:

9.2.1 it notifies Civica immediately and shall not make any comment or admission to any third party in respect thereof;

9.2.2 Civica is given complete control of such claim, all information and assistance as Civica reasonably requires at Civica's cost, and Customer does not prejudice the defense of such claim; and

9.2.3 the claim does not arise as a result of (i) any circumstances set out at Clause 8.4; and/or (ii) breach of Clause 4.

9.3 In the event that a claim as contemplated by Clause 9.2 is made or in Civica's opinion is likely to be made, Civica may at its option:

9.3.1 procure the right for Customer to continue to use the Software affected;

9.3.2 change or replace all or any part of the Software; or

9.3.3 terminate this Contract immediately upon written notice in respect of the affected Software.

9.4 Clauses 9.2 and 9.3 state the entire liability of Civica to Customer in respect of any claim as contemplated by Clause 9.2.

## **10. Customer Data**

10.1 Civica acknowledges that title and all copyright and other intellectual property rights in Customer Data will remain at all times owned by Customer. Civica further acknowledges the sensitivity of all Customer Data and commits that all data will be safeguarded as it would safeguard its own proprietary information. Customer acknowledges that Civica does not desire to process protected health information or other personal information or personal data; Customer represents that Customer Data will not include such information, and Customer will not provide or otherwise make such information available to Civica or otherwise through the Products, Software, or Services.

10.2 Customer grants to Civica a non-exclusive, non-transferrable, royalty-free license for the term of this Contract to use, copy, reproduce, adapt and modify Customer Data for purposes of this Contract.

10.3 Civica will immediately permanently delete or destroy, all Customer Data in the possession or control of Civica or its agents or contractors upon receiving a written request from the Customer.

10.4 Civica will, at no additional cost to Customer, comply with Customer's reasonable security requirements for the handling of Customer Data.

- 10.5 Civica will, upon receipt of a written request from Customer and upon payment of Civica's reasonable costs, return to Customer all Customer Data in the possession or control of Civica or its agents or contractors
- 10.6 Civica will, at its own cost, do all things and execute all documents necessary or convenient for the purpose of giving effect to this clause 10.

## 11. Confidentiality

- 11.1 Both parties shall keep the other party's Confidential Information confidential and unless it has the prior written consent of the other shall:
- 11.1.1 not use or exploit the Confidential Information in any way except for carrying out its obligations under this Contract;
- 11.1.2 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Contract;
- 11.1.3 not copy, reduce to writing or otherwise record the Confidential Information except as necessary for this Contract; and
- 11.1.4 not use, reproduce, transform, or store the Confidential Information in an externally accessible computer system or transmit it in any form or by any means whatsoever outside of its usual places of business.
- 11.2 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 11.2 it takes into account the reasonable requests of the other party in relation to the content of this disclosure.
- 11.3 Civica may publicise the fact that it has been engaged by the Customer to provide the Services and is licensed to copy and reproduce any names or logos of the Customer for this purpose on its website and in any promotional materials, proposals or tenders. No press release will be issued without the Customer's prior consent. The Customer agrees to work with Civica on a case study within 3 months of the Start Date.
- 11.4 If either party becomes aware of a breach of this clause 11 it shall promptly notify the other and give all reasonable assistance in dealing with such breach.

## 12. Payment Terms

- 12.1 All prices referred to in this Contract are expressed in US Dollars and are exclusive of taxes which are payable by Customer in accordance with the then current legislation. If the Customer is currently exempt by law from state sales and excise taxes, the Customer is responsible for providing proof of such exemption to Civica.
- 12.2 Except as otherwise specified in Schedule 3 as being due on specific dates, or in advance of a date or event, all invoices shall be due for payment within 30 days of the date of the invoice(s) without set-off, deduction or other withholding. All Contract Fees are non-cancellable and non-refundable except. Annual Fees may be adjusted from time to time in accordance with Civica's then-current policies.
- 12.3 Where services are provided on a time and materials basis they will be at the rates current at the time of provision of the service. Where specific daily rates are quoted, these are only valid for 6 months following the date of signing this Contract (or any later date noted in Schedule 3). Unless otherwise stated in Schedule 3, invoices for work carried out on a time and materials basis will be raised monthly in arrears based on time actually worked on the chargeable activities covered by this Contract (as recorded by Civica staff on Civica's internal systems).
- 12.4 Any Service provided outside of a Working Day will be chargeable at the then current time and materials rates plus 50%.
- 12.5 If the provision of the Implementation Services is cancelled, suspended or deferred under Clause 6.4 Civica will:
- 12.5.1 be entitled to payment by Customer for all work done up to such deferment cancellation or suspension (including payment of the Initial Licence Fees); and



- 12.5.2 where able redeploy such staff but in the event the days cannot be re-assigned Civica may charge for these. The rates chargeable for cancellation or deferment where there is: (i) less than 48 hours' notice is 100% per day; (ii) less than 7 days' notice is 75% per day; and (iii) more than 7 days' notice is 50% per day; together with any expenses already incurred or non-refundable e.g. train or air fares.
- 12.6 In the event live use of any Software is delayed by Customer, for 2 months or more after acceptance occurs, then Civica reserves the right to invoice the relevant Fees to Customer for payment. Any costs incurred by Civica as a result of Customer deferring the Software or Services under this Contract e.g. Product charges, will be invoiced on such notice of deferment. Where Civica is able without liability to defer such orders for Products it will do so.
- 12.7 Civica may increase its Fees in line with the then current prices of Civica and its suppliers as follows:
- 12.7.1 except for third party costs, the percentage increase may be applied not more than once per Year or as otherwise agreed in Schedule 3, and as a general rule shall not exceed 6% per year but is subject to change; and
- 12.7.2 NOT USED.
- 12.8 NOT USED.
- 12.9 All daily prices referred to in this Contract are exclusive of transport, travel, subsistence or out of pocket expenses incurred by Civica in carrying out the Services unless otherwise shown in Schedule 3.
- 12.10 Any undisputed amount due hereunder and not received by Civica by the applicable due date shall bear an additional charge of one and an half percent (1.5%) per month (or the maximum rate permissible under applicable law, if less than the foregoing) from the date due until paid. Civica shall be entitled to reimbursement of reasonable collection costs and attorneys' fees in the event Civica retains a collection firm or legal counsel due to Customer's non-payment of fees.
- 13. Limits of Liability**
- 13.1 Neither party excludes or limits liability to the other party for:
- 13.1.1 death or personal injury arising from its negligence; or
- 13.1.2 fraud or fraudulent misrepresentation; or
- 13.1.3 to the extent such limitation or exclusion is unlawful.
- 13.2 Notwithstanding anything to the contrary in this Contract, but subject to Clause 13.1 neither Civica nor Customer shall be liable to the other for any of the following (whether or not the party being claimed against was advised of, or knew of, the possibility of such losses) whether arising from negligence, breach of contract or otherwise:
- 13.2.1 loss of profits, loss of business, loss of revenue, loss of contract, loss of goodwill, loss of anticipated earnings or savings (whether any of the foregoing are direct, indirect or consequential loss or damage); or
- 13.2.2 loss of use or value of any data or equipment including software, wasted management, operation or other time (whether any of the foregoing are direct, indirect or consequential); or
- 13.2.3 any indirect, special or consequential loss or damage; or
- 13.2.4 the poor performance, or lack of connectivity, or lack of availability of the Internet or telecommunications or hardware;
- 13.2.5 NOT USED
- 13.3 Except where liability arises under Clauses 13.1 and subject to Clause 13.2 Civica's total aggregate liability in or for breach of contract, negligence, misrepresentation (excluding fraudulent misrepresentation), tortious claim (including breach of statutory duty), restitution or any other cause of action whatsoever relating to or arising under or in connection with this Contract (including performance, non-performance or partial performance), and including liability expressly provided for under this Contract shall not exceed 100% of the price paid or payable for the Services during the 12 months preceding the date on which the claim arose.
- 13.4 Except as expressly provided otherwise by these terms and conditions or as otherwise expressly agreed in writing between the parties, all other representations, conditions, warranties and other terms are excluded (including any statutory implied terms as to satisfactory quality, fitness for

purpose and conformance with description) save to the extent that the same are not capable of exclusion at law.

- 13.5 Notwithstanding Clause 4.2.7 Civica shall have no liability or obligations to Customer's outsource provider (if any).

#### **14. Termination**

- 14.1 Civica may suspend its obligations under this Contract including providing Support Services, or may terminate Customer's Software licence and/or the Contract at any time upon written notice to Customer, if Customer fails to pay any Fees due under the Contract for 30 days after the due date for payment or is in breach of Clause 4 (Software Licence) or Clause 18.5 (Assignment).

- 14.2 Either party may terminate this Contract (which right shall also extend to the right to terminate any Software licence granted under Clause 4) forthwith at any time by giving notice in writing to the other party if:

14.2.1 the other party commits any material breach of this Contract (other than Customer's obligation to pay under the Contract which is addressed by Clause 14.1 above) provided that if the breach is remediable then the notice of termination shall not be effective unless the party in breach fails within thirty (30) days of the date of such notice to remedy the breach complained of; or

14.2.2 if one party serves notice on the other in accordance with Clause 2.1.1, any Fees paid in advance shall not be refunded; or

14.2.3 one party suffers for a period of 30 consecutive days or more due to a force majeure event described in clause 18.8; or

14.2.4 the other party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due or other similar event.

- 14.3 The accrued rights and remedies of the parties as at termination shall not be affected.

#### **15. Consequences of Termination**

- 15.1 Upon termination of this Contract, Customer shall immediately cease using the Software and Services, deleting all relevant Software and Civica data from both Customer's machines and backup media and upon request provide Civica with written confirmation of deletion.

- 15.2 Upon termination of this Contract, Customer shall immediately deliver up to Civica:

15.2.1 the Software and any copies thereof, any related manuals and documentation; and

15.2.2 any Civica Hardware held at Customer sites, and

15.2.3 all copies of Civica's Confidential Information and copies of programs, manuals and documentation used by Civica for the purpose of providing the Services.

- 15.3 Upon termination of this Contract, Civica shall immediately deliver up to Customer any copies of Customer's Confidential Information and data in its possession that Customer requests are returned.

- 15.4 In the event Customer fails to comply with its obligations under Clause 15.2, Civica shall be entitled to retake possession, by entry into any sites or otherwise, of the Software, the Civica Hardware and Civica's Confidential Information and any related manuals and documentation.

- 15.5 Termination will not discharge Customer from any payment obligation under this Contract, or from payment of sums already due, or, in the case of termination under Clause 14.1 or 14.2 from payment of any sums which would necessarily have become due if the licence had not been terminated.

- 15.6 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

#### **16. Audit**

- 16.1 Subject to reasonable notice Civica will provide information that Customer reasonably requests in order to meet its audit requirements.

16.2 Civica reserves the right to charge a reasonable fee for provision of services required if Customer requires Civica to hold and make available information that is not covered by normal accounting practices and would not normally be made available by a commercial organization.

## 17. Corruption

17.1 Civica shall not:

17.1.1 offer, give or agree to give to any person working for or engaged by Customer any fee, gift, reward or other consideration of any kind, which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other agreement between Civica and Customer including its award to Civica and any of the rights and obligations contained within it; nor

17.1.2 enter into this Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by Customer by or for Civica, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Customer before signing this Contract.

## 18. General

18.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post or by commercial courier, at its principal place of business. In the case of Civica notices, they shall be addressed for the attention of the Managing Director with a copy to [admin@civicaus.com](mailto:admin@civicaus.com).

18.1.1 Any notice or communication shall be deemed to have been received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post at 9.00 am on the third day after posting, or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

18.1.2 Any notice sent by electronic mail shall be deemed received upon delivery by electronic mail with confirmation from the server transmission was completed.

18.2 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

18.3 Either party may at any time request a change to this Contract and the Services. No variation of this Contract, including any additional terms and conditions, shall be binding unless it is in writing and signed by each of the parties (or their duly authorized representatives).

18.4 No failure or delay in exercising any remedy or right under this Contract will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any remedy or right under this Contract or otherwise.

18.5 Neither party may assign the benefit of this Contract nor any interest except with the prior written consent of the other (such consent not to be unreasonably withheld), save that Civica may assign this Contract at any time to any member of the Civica group of companies.

18.6 The provisions of this Contract shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable and the remaining provisions shall remain enforceable to the fullest extent permitted by law. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects their intent in entering into this Contract.

18.7 Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18.8 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Contract, excluding Customer's obligation to pay the Fees, if it is due to a force majeure event: any event beyond the reasonable control of a party to this Contract

including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies. The party subject to such event shall, as soon as practicable, give notice of the event to the other party, such notice to include a reasonable forecast of the duration of the force majeure event. If such delay or failure continues for at least 30 days, either party shall be entitled to terminate this Contract in accordance with clause 14.2.3.

- 18.9 For so long as the Customer is a Civica client and for a period of (12) months after termination, each party agrees that it will not employ or solicit for employment, directly or indirectly, any person employed by the other party without prior written permission of the other party.
- 18.10 All disputes arising out of or under this Contract that are not resolved by the day to day contacts of the parties shall be escalated internally by both parties for resolution. Second level escalation is to the day to day contacts managers and then third level is to that manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the state or federal courts located in Lake County, Ohio.
- 18.11 This Contract shall be interpreted according to the laws of the State of Ohio without regard to or application of choice-of-law rules or principles. The venue for any claims arising under this Contract shall be state or federal courts located in Lake County, Ohio. The venue for claims arising under this Contract may be changed to another Ohio city upon request by Customer. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts as set forth in this Clause 18.11 and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall be excluded.

**SCHEDULE 1 – Contract Particulars**

**Customer Name:** City of Willowick  
**Installation Address:** 3045 Lakeshore Blvd., Willowick, OH 44095  
**Contact:** Cheryl Benedict  
**Email:** CBenedict@cityofwillowick.com  
**Phone:** 440-585-3700

**Usage Restrictions:** Single instance at customer installation address.

**Minimum Hardware Requirements:**

Operating System	Windows 2016 Server Standard or Higher
Processor	Intel Xeon 2.0GHz Quad Core
Memory	64GB
Hard Drive	1TB x 2 – SATA (2) 4TB Storage Drives
RAID Configuration	RAID 1
Data Platform	Microsoft SQL Server 2019 Standard (required for Civica Authority applications)
Additional Accessories	Monitor, Keyboard, Serial Parallel Combo Card, External hard drive.

**Installation of:** Authority Payroll  
**Third Party Software:** N/A  
**Support Services:** for Civica Software only, 3<sup>rd</sup> Party VPN

## **SCHEDULE 2: Services**

### **Civica Software being provided**

Authority Payroll

### **Support Services**

The Civica Support Service provides application and technical support for projects, as well as part of the standard annual maintenance contract for the Civica system(s).

#### **Civica Service Desk Support**

The Civica Service Desk support covers business hours Monday to Friday 8AM to 5PM EST, with the exception of Civica U.S. observed holidays. Support incidents can be placed with the Civica Service Desk for technical or usage support assistance:

- ▶ **Technical Support:** Support is given, where possible, via remote access and where necessary Civica will log into the Civica system to progress a support request.
- ▶ **Usage Support:** A broad range of usage support is available.

#### **Exclusions**

The following applies to our support:

- ▶ Out of hour's technical, usage or special programming support. In the event that out of hours support is required then please contact Civica for further information.
- ▶ Automatic / repeating programs, i.e. the service does not cover requests for a program to be automatically run every month. Individual requests must be made for each occasion a program is to be run.
- ▶ Running of programs outside of the Civica support hours.
- ▶ Unattended running of programs, i.e. the service does not cover scheduling of a program to run automatically overnight.
- ▶ The move or copying of data, (other than a copy of the whole system), from one instance of the Civica system's database to another, unless as an agreed task that is part of an implementation project, i.e. the service does not cover the movement of data from the Test system to the Live system or the Training system to the Test system etc.
- ▶ Import and update of records from a data source external to the Civica system, unless as an agreed task that is part of an implementation project.
- ▶ New Releases (enhancements) of operating system software and/or database software
- ▶ Re-installation and restore of Operating Software [Civica Application Software] following a fault e.g. a server error.
- ▶ Pro-active maintenance of database re: capacity, good housekeeping, checking of database etc.
- ▶ Issues occurring in the customers disaster recovery environment other than application issues when the DR site is acting as the live environment
- ▶ Installation of additional application environments (other than Test and Training).
- ▶ Changes made to data where that change has NOT been made though the Civica supplied software

#### **Go live up to first two weeks:**

- ▶ As part of the Go / No Go stage gate, any outstanding system(s) issues will be transitioned to and managed by the Civica Service Desk and all issues will be recorded as support incidents.

- ▶ The Civica Service Desk will triage the incidents to determine the appropriate response, and liaise with the Civica Project Manager / designated lead as appropriate.
- ▶ Issues will be responded to according to their impact and urgency; i.e. the effect on normal business operations as per the Incident Priorities, (detailed previously in this document), however incidents received in this first period after go live will receive additional focus to ensure the new users receive the support they need.
- ▶ Incidents during this period will be reviewed daily by the project manager and Civica Service Desk team, and progress updates for the customer will be updated on the web based Customer Support System.

### **Service Level Agreement (SLA)**

Support Services shall be provided during Working Hours which are the hours during a Working Day (8:00am – 5:00pm EST Monday through Friday excluding Civica U. S. observed holidays).

Support Services are described in this Schedule 3.

All requests for Support Services must be reported to the Civica's Service Desk for resolution.

A given problem will be judged against each of the characteristics to make an overall assessment of which severity level (either critical, high, medium or low) best describes the problem.

Civica's Level 1 support agent and the Customer jointly determine the initial severity rating for the reporting of the problem. Civica's Level 2 and level 3 support personnel may then modify the assigned severity level after the report is passed to them.

The characteristics below do not cover work order requests. Severity levels for work order requests carry a different set of characteristics and weightings. Work order requests are not covered as part of this SLA.

<b>SERVICE LEVEL AGREEMENT (SLA)</b>			
<b>Severity A (Critical)</b>	<b>Severity B (High)</b>	<b>Severity C (Medium)</b>	<b>Severity D (Low)</b>
Functionality is completely blocked or system is not working and the application cannot work at all.	Functionality is not working as expected and any Workaround would be highly inconvenient, however other modules within the application are still working.	Functionality is not working as expected and an acceptable Workaround can be leveraged.	Functionality may not be exact, however, the application and system are still working with accurate results.
<b>Workaround</b>			
There is no work around to the problem immediately available (i.e. the job cannot be performed in any other way).	There is a temporary workaround to the problem (i.e. the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There may or may not be an acceptable workaround to the problem, however, the application and system are still working with accurate results.
<b>Response Time (A technical resource has evaluated the issue and acknowledged with the Customer)</b>			
Within one (1) working hour.	Within four (4) working hours.	Within eight (8) working hours.	Within sixteen (16) working hours.
<b>Resolution Effort</b>			

Continuous resources, up to 8 working hours per Working Day, until resolved.	Target resolution within three (3) Working Days.	Target resolution within thirty (30) calendar days or any other mutually agreed date.	Target resolution within sixty (60) calendar days or any other mutually agreed date.
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*Below are general examples regarding the classification of severity levels. In addition, Civica will take into consideration the Customer's deadlines and other special circumstances when classifying the severity of a problem.*

#### Severity A

Emergency, problem hinders real time business operations of Customer e.g.:

- Server Down.
- Beta Customers.
- Cannot log onto the Software (system wide).
- Data recovery, account backup or archiving failures for business critical information.
- Report or Form Printer not responding or ALL printers not responding.
- Payroll check, Direct Deposit, and other real time check printing errors.
- Real Time Cash Processing between Client and their Customers.
- Bill processing errors, docket/scheduling crisis, income tax statement printing.
- Data format changes for cross-platform/agency transfers, i.e. 911 and Direct Deposit transmissions. Upload/Download errors for critical electronic data.
- Update loading failure.

#### Severity B

Customer can continue with business operations.

- Report problems for Federal, State, Pension Plan, Auditors, Councils, and Courts.
- Other Reporting problems with longer than 24 hour deadlines.
- Hung Ports, Record Locks, Phantom Users, Access failure or additions.
- Month end balancing, voiding checks.
- Document/Image scanning, posting, viewing and cross-reference errors.
- Auto response tables for CAD not displaying correct units.
- Secondary printer malfunction. Secondary PC workstation networking/Samba problems.
- Backup Tape/File-Save Problems, restoring accounts from previous years.
- General application function and strategy questions.
- Data entry errors that result in a non-user serviceable solution.
- Control record flag alterations. Terminal maintenance adjustments.

#### Severity C & D

Customer's day to day business operation unaffected.

- Pension, Tax Rate, Utility Billing, Court, Payroll Deduction rate changes.
- User defined report /download development..
- Addition of Hardware. Addition of User/License.
- Long Term Questions on product implementation strategies.
- Defect resolution after Work-Around prescribed.



## **SCHEDULE 3: Fees & Payment Schedule**

### **Part 1: Fees**

<b>Description</b>	<b>Fees &amp; Charges</b>	
	<b>Initial Fees \$</b>	<b>Incremental Annual Fees \$</b>
1. Software (License Fees) Authority Payroll	\$24,500	Not Applicable
2. Implementation Services	\$25,360	Not Applicable
Total	\$49,860	Not Applicable

### **Part 2 – Increases in the Fees**

The Initial Fees are fixed unless otherwise specified in the contract.

Annual Fees and/or Support Fees may be increased by Civica in accordance with Clause 12.7 & 12.8 of the standard contract.

<b>Upon Contract</b>	<b>Initial Fees</b>	
	<b>Target Date</b>	<b>Amount (\$)</b>
License Fees – 100%	Upon Contract signature	\$24,500
Implementation Services – 50%	Upon Contract signature	\$12,680
Implementation Services – 50%*	Upon Contract signature	\$12,680
	<b>Total</b>	<b>\$49,860</b>

\*Payment due on Product go live with a long stop date of August 15, 2023.

## Part 4 – Payment Profile: Annual/Support Fees

All recurring Fees and charges are billed annually to cover the period from January 1<sup>st</sup> through December 31<sup>st</sup> of, and then each Year.

All annual support fees listed below will be payable from January 1, 2024.

Payment Trigger	Annual/Support Fees	
	Annually	2024 Amount (\$)
Authority Payroll	✓	\$5,417.38
Authority Finance	✓	\$7,140.16
Authority Requisition Routing	✓	\$589.36
Authority Fixed Assets	✓	\$3,220.28
	<b>Total</b>	<b>\$16,367.18</b>

Future annual fee amounts are subject to annual price review as outlined within this contract

### **SCHEDULE 4: Special Terms**

This Contract supersedes any and all previous versions of contracts for your Civica Software Applications, including all prior versions of those applications listed above.

***Pricing valid until February 28, 2023.***

This Civica Supply, Implementation and Support Contract is made when signed by both parties (if on different dates the later of the two dates) or on the Start Date whichever is the sooner.

**SIGNED**

.....  
for and on behalf of **City of Willowick**

.....  
for and on behalf of **Civica**

Name : .....

Name : .....

Title : .....

Title : .....

Date : .....

Date : .....

**ORDINANCE NO. 2023 – 3**

**AN ORDINANCE PROVIDING FOR THE COMPENSATION OF APPOINTED OFFICIALS AND CERTAIN OTHER EMPLOYEES OF THE CITY, REPEALING CERTAIN ORDINANCES AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Council of the City of Willowick, Ohio feels it to be in the best interest of the city and to the orderly operation of all departments of the city to adjust the compensation of appointed officials and certain other employees.

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

**SECTION 1.** That the Officials and certain other employees listed below shall be paid bi-weekly compensation for the period commencing with the first full pay period of 2023 and in accordance with the following existing rates of pay, respectively:

- Fire Chief. . . . . the sum of Three Thousand Seven Hundred Forty-five and 19/100 Dollars (\$3,745.19);
- Police Chief. . . . . the sum of Four Thousand Three Hundred Eighty-one and 40/100 Dollars (\$4,381.40);
- Finance Director. . . . . the sum of Four Thousand One Hundred Seventy-six and 67/100 Dollars (\$4,176.67);
- Service Director . . . . . the sum of Three Thousand Three Hundred Forty-six and 87/100 Dollars (\$3,346.87);
- Recreation Director. . . . . the sum of Three Thousand Four Hundred Seven and 28/100 Dollars (\$3,407.28);
- Chief Housing & Zoning Inspector. The sum of Three Thousand Two Hundred Eighty-six and 03/100 Dollars (\$3,286.03);
- Law Director . . . . . the sum of Two Thousand One Hundred Seventy-two and 57/100 Dollars (\$2,172.57);
- Prosecutor. . . . . the sum of Nine Hundred Forty-six and 60/100 Dollars (\$946.60);
- Safety Director . . . . . the sum of Six Hundred Eighty-nine and 64/100 Dollars (\$689.64);

- Payroll/Finance Officer . . . . . the sum of One Thousand Seven Hundred Fifty and 02/100 Dollars (\$1,750.02) to Two Thousand Two Hundred Eighty-six and 54/100 Dollars (\$2,286.54);
- Facility/Program Coordinator . . . . . the sum of One Thousand Nine Hundred Twelve and 01/100 Dollars (\$1,912.01);
- Senior Citizens Coordinator . . . . . the sum of One Thousand Eight Hundred One and 87/100 Dollars (\$1,801.87);
- Public Communications . . . . . the sum of Ninety-two and 38/100 Dollars (\$92.38);
- Electrical Inspector . . . . . the hourly rate of Twenty-eight and 02/100 Dollars (\$28.02);
- Housing Inspector. . . . . the hourly rate of Twenty-five and 72/100 Dollars (\$25.72);
- Finance Assistant/Accountant . . . . . the hourly rate of Seventeen and 98/100 Dollars (\$17.98) to Twenty-three and 31/100 Dollars (\$23.31);
- Asst. Housing Inspector . . . . . the hourly rate of Sixteen and 47/100 Dollars (\$16.47) to Twenty-two and 19/100 Dollars (\$22.19) limited to a bi-weekly maximum of Fifty (50) hours;
- Asst. Senior Citizens Coordinator. . . . . the hourly rate of Seventeen Dollars (\$17.00) limited to a bi-weekly maximum of Forty-eight (48) hours;
- Senior Center Attendant..... the hourly rate of Ten and 99/100 Dollars (\$10.99) to Thirteen and 88/100 Dollars (\$13.88) limited to a bi-weekly maximum of Fifteen (15) hours.

**SECTION 2.** That all ordinances or parts thereof in conflict with the provisions of this Ordinance are 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 Section 3.12 of the Charter of the City of Willowick and Section 121.22 of the Ohio Revised Code.

**SECTION 4.** That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provides for the usual daily operation of all of the municipal departments; wherefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

**PASSED:** \_\_\_\_\_, 2023

**Submitted to the Mayor for his approval on**  
\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
**Clerk of Council**

\_\_\_\_\_  
**President of Council**

**Approved by the Mayor on**  
\_\_\_\_\_, 2023

\_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 2023-4**

**AN ORDINANCE AMENDING CHAPTER 921 OF THE  
CODIFIED ORDINANCES OF THE CITY OF WILLOWICK,  
OHIO, TITLED “SEWERS GENERALLY”; SPECIFICALLY  
SECTION 921.08, TITLED “SANITARY SEWER FLAT RATES,  
AND DECLARING AN EMERGENCY.”**

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

Section 1. Chapter 921 of the Codified Ordinances of the City of Willowick, Ohio, titled “Sewers Generally;” specifically Section 921.08, Titled “Sanitary Sewer Rental Rates,” is hereby amended to read and provide as follows:

**921.08 SANITARY SEWER RENTAL RATES.**

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

(b) (1) Every person, firm or corporation whose lots, lands or premises are served by a connection with the sanitary sewerage system of the City shall pay for discharging sewage, industrial wastes, waste or other liquids either directly or indirectly into the sanitary sewerage system, a sewer rental charge based upon the quantity of metered water used in or upon such lots, lands, or premises and such charge shall be determined as follows: Each 100 cubic feet of water, or part thereof, measured through any one water meter, at the use charge rate of five dollars and .429 cents (\$5.429) and the minimum quarterly billing for such use charge rate shall be forty-three dollars and forty-three cents (\$43.43) per 800 cubic feet of water, or part thereof per quarter.

(2) The Finance Director shall review the status of the Sanitary Sewer Fund after December 31, 2008 and ~~after December 31~~ every year thereafter, and meet with the City Council Finance Committee to determine whether the then current rate should be increased. The Finance Committee, by a majority vote, shall recommend to City Council whether to increase the then current rate. ~~If the Finance Committee recommends that the then current rate shall be increased, then City Council, by motion, may increase the rate for the calendar year in which the vote occurs in an amount not to exceed ten percent (10%).~~

(c) Such charge shall apply whether such water is derived from a source other than the City water supply or all or any part of such water is furnished to the premises without charge.

(d) The term “sewage” means water or water-borne wastes, and “industrial wastes” means the liquid wastes resulting from any commercial, manufacturing or industrial operations or processes in which water-borne or liquid wastes enter the system of sewerage or any portion thereof of the City from any premises having a connection therewith or thereto.

(e) If the whole or any part of the water on which a sewer rental charge is based is shown by a measuring device approved by the Director of Public Service not to have passed into the system of sewerage of the City, then the charge shall be based upon the

actual amount of water passing into such system. Nothing contained in this section shall be held to authorize or require the payment of any sewer rental charge by any tax supported department of the City.

(f) The Director of Finance shall make such rules and regulations as may be deemed necessary for the enforcement of the provisions hereof, for the proper determination and collection of the rates and charges herein provided, and for the safe, economical and efficient management and protection of the public sewerage system. Such rules and regulations shall have the same force and effect as ordinances when not repugnant thereto or to the Constitution or laws of the State.

Section 2. 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 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 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; wherefore, this Ordinance shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2023

\_\_\_\_\_  
Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2023

\_\_\_\_\_  
Michael J. Vanni, Mayor

Approved by the Mayor: \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_  
Angela Trend, Clerk of Council



**RESOLUTION NO. 2023 - 2**  
**A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)**  
**TO COMFORT CONTROL SYSTEMS IN THE AMOUNT OF \$5,293.00, FOR THE CITY**  
**OF WILLOWICK, AND DECLARING AN EMERGENCY.**

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

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

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

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

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

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

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

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

**PASSED:** \_\_\_\_\_, 2023

\_\_\_\_\_  
**Robert Patton, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2023

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
**Angela Trend, Clerk of Council**

\_\_\_\_\_  
**Michael J. Vanni, Mayor**

# COMFORT CONTROL SYSTEMS



Item #9.

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

<b>Bill To:</b>
City of Willowick 31230 Vine St Willowick, OH 44095 ATTN: Terry McCarthy

## Invoice

P.O. No.	Terms	Work Location	Date	Invoice #
	Net 30	Service Dept	1/10/2023	93362
Item	Description	Qty	Rate	Amount
Service Call	11.7.22, 11.8.22 Troubleshoot heater and check thermostat, call company to diagnose system. Found bad main board. Picked up board, vacuum switch, boot and filters. Installed parts. Checked operation. Cycled unit. Operation ok at this time.	15	85.00	1,275.00
Materials Service Tech.	Control panel, boot, (4) filters, (1) vacuum switch On Site: Mike	1	2,998.00	2,998.00 0.00

I HEREBY CERTIFY THAT THE GOODS, MATERIALS,  
&/OR SERVICES SHOWN IN THIS INVOICE HAVE BEEN  
RECEIVED &/OR RENDERED ON BEHALF OF THE  
CITY OF WILLOWICK, OH # 55336  
*[Signature]* DATE 11/25/2023

Please contact Traci directly with any billing questions. (440)241-7203 EMAIL: Traci@ccshvac.com SEND REMITTANCE TO: COMFORT CONTROL SYSTEMS 10147 ROYALTON RD STE H N. ROYALTON, OH 44133	<b>Total</b>	<b>\$4,273.00</b>
	<b>Payments/Credits</b>	<b>\$0.00</b>
	<b>Balance Due</b>	<b>\$4,273.00</b>

# COMFORT CONTROL SYSTEMS

Item #9.



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

<b>Bill To:</b>
City of Willowick 31230 Vine St Willowick, OH 44095 ATTN: Terry McCarthy

## Invoice

P.O. No.	Terms	Work Location	Date	Invoice #
	Net 30		1/10/2023	93358
Item	Description	Qty	Rate	Amount
Service Call	10.04.22 Check RTU, found unit off on alarm. Checked controls, troubleshoot and found 3 bad compressors.	4	85.00	340.00
Service Tech.	On Site: Mike, Tom			

I HEREBY CERTIFY THAT THE GOODS, MATERIALS, &/OR SERVICES SHOWN IN THIS INVOICE HAVE BEEN RECEIVED AND RENDERED ON BEHALF OF THE  
 CITY OF WILLOWICK  
 DATE 1/23/23

Please contact Traci directly with any billing questions.  
 (440)241-7203  
 EMAIL: Traci@ccshvac.com  
 SEND REMITTANCE TO:  
 COMFORT CONTROL SYSTEMS  
 10147 ROYALTON RD STE H  
 N. ROYALTON, OH 44133

<b>Total</b>	<b>\$340.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$340.00</b>

# COMFORT CONTROL SYSTEMS



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

<b>Bill To:</b>
City of Willowick 31230 Vine St Willowick, OH 44095 ATTN: Terry McCarthy

## Invoice

P.O. No.	Terms	Work Location	Date	Invoice #
	Net 30	Municipal Dept	1/10/2023	95048
Item	Description	Qty	Rate	Amount
Service Call	10.19.22 Checked heaters and thermostats for upstairs. Changed out diaphragm for P/E control for office. Cycle thermostats to check operation also checked dispatch units in ceiling. Cycled unit and checked heat. Customer supplied part	4	85.00	340.00
Service Tech.	On Site: Mike			0.00
<p>I HEREBY CERTIFY THAT THE GOODS, MATERIALS &amp;/OR SERVICES SHOWN IN THIS INVOICE HAVE BEEN RECEIVED FOR MYSELF OR ON BEHALF OF THE CITY OF WILLOWICK, OH.</p> <p><i>[Signature]</i> DATE: 1/23/2023</p>				
Please contact Traci directly with any billing questions. (440)241-7203 EMAIL: Traci@ccshvac.com SEND REMITTANCE TO: COMFORT CONTROL SYSTEMS 10147 ROYALTON RD STE H N. ROYALTON, OH 44133			<b>Total</b>	<b>\$340.00</b>
			<b>Payments/Credits</b>	<b>\$0.00</b>
			<b>Balance Due</b>	<b>\$340.00</b>

# COMFORT CONTROL SYSTEMS

Item #9.

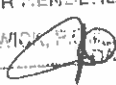


10147-H Royalton Road  
North Royalton, Ohio 44133  
Phone: 440/877-2000 Fax: 440/877-2001

<b>Bill To:</b>
City of Willowick 31230 Vine St Willowick, OH 44095 ATTN: Terry McCarthy

## Invoice

P.O. No.	Terms	Work Location	Date	Invoice #
	Net 30		1/11/2023	95046
Item	Description	Qty	Rate	Amount
Service Call	10.05.22 Check unit #3 community building. Found bad ignitor in unit. Installed new ignitor, customer supplied parts.	4	85.00	340.00
Service Tech.	On Site: Mike			

I HEREBY CERTIFY THAT THE GOODS, MATERIALS,  
&/OR SERVICES SHOWN IN THIS INVOICE HAVE BEEN  
RECEIVED &/OR RENDERED ON BEHALF OF THE  
CITY OF WILLOWICK, OH  
 55336  
 DATE 1/23/23

Please contact Traci directly with any billing questions. (440)241-7203 EMAIL: Traci@ccshvac.com SEND REMITTANCE TO: COMFORT CONTROL SYSTEMS 10147 ROYALTON RD STE H N. ROYALTON, OH 44133	<b>Total</b>	<b>\$340.00</b>
	<b>Payments/Credits</b>	<b>\$0.00</b>
	<b>Balance Due</b>	<b>\$340.00</b>

**RESOLUTION NO. 2023 - 3  
A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)  
TO TELECOMMUNICATIONS DEPARTMENT IN THE AMOUNT OF \$4,182.90, FOR  
THE CITY OF WILLOWICK, AND DECLARING AN EMERGENCY.**

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

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

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

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

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

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

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

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

**PASSED:** \_\_\_\_\_, 2023

\_\_\_\_\_  
**Robert Patton, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2023

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
**Angela Trend, Clerk of Council**

\_\_\_\_\_  
**Michael J. Vanni, Mayor**



# Telecommunications Department

158 E. Jackson Street  
Painesville, Ohio 44077  
440-350-2586

*Revised*

## INVOICE



Date Printed: 01/11/2023

Work Order #:	1018283	Total Labor Cost:	0.00
Title:	1st Quarter Backbone	Total Part Cost:	\$4182.90
Originator:	1st Quarter Backbone	Total Other Cost:	\$0.00
To Account:	60000025-234	Total Cost:	4182.90
Work requested:			

### Backbone Maintenance Fee

#### 1st Quarter - January, February, and March

Action Taken:

I HEREBY CERTIFY THAT THE GOODS, MATERIALS  
&/OR SERVICES SHOWN IN THIS INVOICE HAVE  
RECEIVED &/OR RENDERED ON BEHALF OF  
CITY OF WILLOWICK, P.O. # BL023010  
*[Signature]* DATE: 1-17 2023

#### Bill To:

Name	Addr #1	City	State/Province	Postal Code
Willowick Police Department	30435 Lakeshore Blvd.	Willowick	Ohio	44095

#### Please fill out and sign the areas listed below:

Billing Period Quarter 1

From Account \_\_\_\_\_

Dept. Head Sign \_\_\_\_\_

Please sign and return to: Lake County Telecommunications  
158 E. Jackson Street  
Painesville, Ohio 44077

**RESOLUTION NO. 2023 - 4  
A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)  
TO HUNTINGTON NATIONAL BANK IN THE AMOUNT OF \$75,801.20, FOR THE  
CITY OF WILLOWICK, AND DECLARING AN EMERGENCY.**

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

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

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

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

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

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

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

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

**PASSED:** \_\_\_\_\_, 2023

\_\_\_\_\_  
**Robert Patton, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2023

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
**Angela Trend, Clerk of Council**

\_\_\_\_\_  
**Michael J. Vanni, Mayor**



The Huntington National Bank  
 PO Box 701096  
 Cincinnati, OH 45270-1096

JAN 23 2023

INVOICE

Item #11.

DATE OF INVOICE 01/15/2023  
 INVOICE NUMBER 565488

Customer Service is available at  
**1-866-329-7286**



4-740-61189-0000019-001-1-000-001-000-000  
 CITY OF WILLOWICK  
 ATTN: CHERYL BENEDICT  
 30435 LAKE SHORE BLVD  
 WILLOWICK OH 44095-4624

INVOICE SUMMARY

101-0010735-009 Firetruck Payment	03/01/2023	\$75,801.20	\$75,801.20
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IMPORTANT MESSAGES

**We appreciate your business.**

740-4006-1010F

PLEASE DETACH LOWER PORTION AND RETURN WITH THE ENCLOSED ENVELOPE.

INVOICE DATE	INVOICE NUMBER	DUE DATE	TOTAL AMOUNT DUE
01/15/2023	565488	03/01/2023	\$75,801.20

**AMOUNT ENCLOSED**

CITY OF WILLOWICK  
 ATTN: CHERYL BENEDICT  
 30435 LAKE SHORE BLVD  
 WILLOWICK OH 44095-4624

HUNTINGTON PUBLIC CAP CORP  
 C/O HUNTINGTON NATIONAL BANK  
 P O BOX 701096  
 CINCINNATI OH 45270-1096

**RESOLUTION NO. 2023 - 5  
A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)  
TO MORTON SALT IN THE AMOUNT OF \$6,533.03, FOR THE CITY OF WILLOWICK,  
AND DECLARING AN EMERGENCY.**

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

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

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

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

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

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

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

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

**PASSED:** \_\_\_\_\_, 2023

\_\_\_\_\_  
**Robert Patton, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2023

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
**Angela Trend, Clerk of Council**

\_\_\_\_\_  
**Michael J. Vanni, Mayor**



# MORTON SALT

444 W. Lake Street, Suite 3000  
Chicago, IL 60606-0090

CSF	SALES REP	DATE	INVOICE NO.	Item #12.
X030	Douglas N	DEC 28, 2022	540	
PURCHASE ORDER NO.		RELEASE NUMBER		
Jennifer				

PLEASE REMIT TO: Dept. CH 19973  
Palatine, IL 60055-9973

Credit Representative: Goicoechea D

TERMS: 30 days net cash after dte inv

Customer Service: Wilson Aimee

ADDITIONAL TERMS AND MARKETING  
PROVISIONS ON REVERSE SIDE

5367236

CUSTOMER NO:  
3652982

**B**  
**I** Village of Willowick  
**L** City Hall  
**L** 30435 Lake Shore Blvd  
**L** Willowick OH 44095-4624

**S**  
**H** CITY WILLOWICK-OH  
**I** GATE # 2  
**P** 31230 VINE ST  
**O** WILLOWICK OH 44095-3554

**T**  
**O**

**T**  
**O**

CREDIT

DATE SHIPPED	SHIPPED VIA	FOB	SHIPPED FROM	BILL OF LADING NO.	MORTON ORDER NO.
DEC 28, 2022	S&K SALES AND	CONSIGNE	FAIRPORT HARBOUR		5190042009

QTY	U/M	Code	*-----Description-----*	Price	Extension	Net
98.16	STO	F140020000Z	Bulk Safe-T-Salt	44.15	4,333.76	
						4,333.76
98.16	AU	F90111	TEMPORARY FUEL SURCHARGE/weight	-0.04	-3.93	
						-3.93

B/L No.	Ticket no.	Weight	Shipped date
0850259608	88842	40,960 LB	Dec 28, 2022
0021689325	88849	39,020 LB	Dec 28, 2022
0021689397	88874	39,080 LB	Dec 28, 2022
0021690265	88900	40,600 LB	Dec 28, 2022
0021690708	88929	36,660 LB	Dec 28, 2022



I HEREBY CERTIFY THAT THE GOODS, MATERIALS,  
&/OR SERVICES SHOWN IN THIS INVOICE HAVE BEEN  
RECEIVED AND ENDORSED ON BEHALF OF THE  
CITY OF WILLOWICK

*53308*  
*1230 23*

Promo/Allowances \$	Gross Product \$	Tot Tax \$	<b>INVOICE TOTAL</b> \$
0.00	4,329.83		4,329.83

*thank you for buying Morton Salt*

CREDIT

Total Net Weight 196,320 LB Total Unit Weight 196,320 LB



UPC 24601

PAGE: 1

# MORTON SALT

444 W. Lake Street, Suite 3000  
Chicago, IL 60606-0090

CSF	SALES REP.	DATE	INVOI	Item #12.
X030	Douglas N	NOV 22, 2022	5402035834	
PURCHASE ORDER NO.		RELEASE NUMBER		
Jennifer Quinn				

**PLEASE REMIT TO:**

Dept. CH 19973  
Palatine, IL 60055-9973

Credit Representative: Goicoechea D

Customer Service: Wilson Aimee

TERMS: 30 days net cash after dte inv

ADDITIONAL TERMS AND MARKETING  
PROVISIONS ON REVERSE SIDE

5367236

CUSTOMER NO.:

3652982

B  
I Village of Willowick  
L City Hall  
L 30435 Lake Shore Blvd  
Willowick OH 44095-4624

S  
H CITY WILLOWICK-OH  
I GATE # 2  
P 31230 VINE ST  
WILLOWICK OH 44095-3554

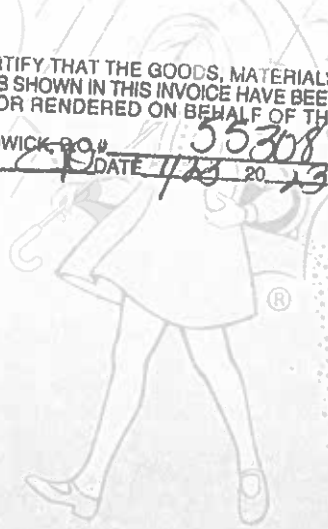
T  
0

T  
0

DATE SHIPPED	SHIPPED VIA	FOB	SHIPPED FROM	BILL OF LADING NO.	MORTON ORDER NO.	
NOV 22, 2022	STANLEY TRUCKI	CONSIGNE	FAIRPORT HARBOUR		5190038714	
QTY U/M	Code	*-----Description-----*		Price	Extension	Net
50.59	STO F140020000Z	Bulk Safe-T-Salt		44.15	2,233.55	
						2,233.55
50.59	AU F90111	TEMPORARY FUEL SURCHARGE/weight		-0.60	-30.35	
						-30.35
	B/L No.	Ticket no.	Weight	Shipped date		
	0848060231	87587	49,100 LB	Nov 22, 2022		
	0021646896	87589	52,080 LB	Nov 22, 2022		

I HEREBY CERTIFY THAT THE GOODS, MATERIALS,  
&/OR SERVICES SHOWN IN THIS INVOICE HAVE BEEN  
RECEIVED &/OR RENDERED ON BEHALF OF THE

CITY OF WILLOWICK, OH # 55308  
DATE 11/23 2022



CREDIT

Promo/Allowances	Gross Product\$	Tot Tax \$	<b>INVOICE TOTAL</b>	\$ 2,203.20
0.00	2,203.20			

*thank you for buying Morton Salt*

CREDIT

Total Net Weight	101,180 LB	Total Unit Weight	101,180 LB
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**RESOLUTION NO. 2023 - 6  
A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)  
TO CITY OF WICKLIFFE IN THE AMOUNT OF \$3,648.73, FOR THE CITY OF  
WILLOWICK, AND DECLARING AN EMERGENCY.**

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

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

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

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

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

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

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

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

**PASSED:** \_\_\_\_\_, 2023

\_\_\_\_\_  
**Robert Patton, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2023

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
**Angela Trend, Clerk of Council**

\_\_\_\_\_  
**Michael J. Vanni, Mayor**

# INVOICE

## City of Wickliffe

Gateway to Lake County

28730 Ridge Road  
 Wickliffe, OH 44092  
 Attn: Finance Department

**DATE:** December 27, 2022  
**INVOICE #** 2022-141  
**FOR:** Shared Economic  
 Development Mgr

**Bill To:**  
 City of Willowick  
 30435 Lake Shore Blvd.  
 Willowick, OH 44095  
 delivered via email cbenedict@wityofwillowick.com

DESCRIPTION	AMOUNT
<b>Shared Economic Development Manager</b>	
October - December 2022 - expense true-up	\$ 3,648.73
<b>Due upon receipt</b>	
<b>TOTAL</b>	<b>\$ 3,648.73</b>

If you have any questions concerning this invoice contact the Finance Department, 440-943-7136

# Shared Economic Development Mgr Statement

Name: City of Willowick

Time Period: October - December 2022

Balance forward:

(5,063.80)

## Revenue

Income rec'd 10/19/2022

11,063.80

Gross Profit (Loss)

11,063.80

## Expenses

10/1/2022 - 12/31/2022

Wages

6,976.00

ER Medicare

101.15

ER Pension

976.64

Medical/Dental/Vision Benefits

835.19

Term Life

5.85

Conferences

20.00

Mileage

36.01

Office Expense - ED Software

631.02

Cell Phone

60.00

Parking/Lunch/Misc exp

6.88

Total Expenses

9,648.73

Net Income (Loss)

(3,648.73)

**Oct1 - Dec 2022**

**Payroll**

Wages	\$ 13,952.00
Medicare	\$ 202.30
Pension	\$ 1,953.28
Medical	\$ 1,806.72
Dental	\$ 103.65
Vision	\$ 9.66
Term Life	\$ 11.70
EE contribution	\$ (249.66)
	<u>\$ 17,789.65</u>

**Expenses**

Conference/meetings	\$ 40.00
Business Cards	
Parking/Lunch/misc	\$ 13.75
Cell phone	\$ 120.00
ED software	\$ 1,262.04
mileage	\$ 72.01
	<u>\$ 1,507.80</u>

**Total expenses** \$ 19,297.45

\$ 9,648.73

Wickliffe \$ 9,648.73

Willowick \$ 9,648.73

**Due from each City** \$ 9,648.73

# Detail Expense Transactions by Fund - CITY OF WICKLIFFE for Year 2022 Month 10 to Year 2022 Month 12

Date	Src	Vnd#	Vendor Name	PO#	Bno/ Seq	Chk/ Trans	Proj	Amount	Remark
10/12/2022	MVC	00999	PAYROLL ONLY		05207001	22-168		2,326.40	10.14.22 PAYROLL
10/28/2022	MVC	00999	PAYROLL ONLY		05220001	22-175		2,326.40	10.28.22 PAYROLL
11/10/2022	MVC	00999	PAYROLL ONLY		05232001	22-182		2,326.40	11.10.22 PAYROLL
11/23/2022	MVC	00999	PAYROLL ONLY		05249003	22-192		2,326.40	11.25.22 PAYROLL
12/07/2022	MVC	00999	PAYROLL ONLY		05256001	22-198		2,326.40	12.9.22 PAYROLL
12/22/2022	MVC	00999	PAYROLL ONLY		05271001	22-207		2,320.00	12/23/22 PAYROLL
101.402.50103			ECONOMIC DEVELOPMENT MGR SALARY					13,952.00	
10/11/2022	MVC	00664	CHASE CARD SERVICES	RG089871	05202034	22-164		40.00	AUGUST 2022 ECONOMIC DEVELOPMENT EXPENSE ✓
10/12/2022	AC	01006	COSTAR REALTY INFORMATION INC	RG090037	05200100	128832		420.68	OCTOBER 2022 ECONOMIC DEV SOFTWARE
10/12/2022	AC	00984	MONICA DRAKE	RG089878	05200005	128845		72.01	SEPTEMBER 2022 MILEAGE
10/28/2022	MVC	00999	PAYROLL ONLY		05220001	22-175		40.00	10.28.22 PAYROLL ✓
11/10/2022	MVC	00664	CHASE CARD SERVICES	RG089873	05235051	22-181		44.08	OCTOBER 2022 ECONOMIC DEVELOPMENT EXPENSE
11/23/2022	MVC	00999	PAYROLL ONLY		05249003	22-192		40.00	11.25.22 PAYROLL ✓
11/30/2022	AC	01006	COSTAR REALTY INFORMATION INC	RG090038	05245011	129085		420.68	NOVEMBER 2022 ECONOMIC DEV SOFTWARE
12/16/2022	MVC	00664	CHASE CARD SERVICES	RG089873	05259085	22-197		13.75	OCTOBER 2022 ECONOMIC DEVELOPMENT EXPENSE ✓
12/22/2022	MVC	00999	PAYROLL ONLY		05271001	22-207		40.00	12/23/22 PAYROLL ✓
101.402.50803			ECONOMIC DEVELOPMENT EXPENSE					1,131.20	
<b>Fund: 101</b>	<b>GENERAL FUND</b>							<b>15,083.20</b>	
<b>15 Transactions</b>								<b>15,083.20</b>	

Item #13.

Page 70

**RESOLUTION NO. 2023 - 7  
A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)  
TO MELZER'S FUEL SERVICE IN THE AMOUNT OF \$12,094.11, FOR THE CITY OF  
WILLOWICK, AND DECLARING AN EMERGENCY.**

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

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

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

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

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

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

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

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

**PASSED:** \_\_\_\_\_, 2023

\_\_\_\_\_  
**Robert Patton, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2023

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
**Angela Trend, Clerk of Council**

\_\_\_\_\_  
**Michael J. Vanni, Mayor**



MELZER'S FUEL SERVICE  
REMIT TO  
PO BOX 785995  
PHILADELPHIA, PA 19178-5995  
Phone: 800-367-0203  
Fax: (440) 354-3669

Page: 1

Invoice No: 679020  
Invoice Date: 12/27/22  
Ship Date:

Profit Center: 1

DEC 28 2022

Sold WILLOWICK, CITY OF  
To: 30435 LAKESHORE BLVD  
WILLOWICK, OH 44095

Ship WILLOWICK, CITY OF  
To: 30435 LAKESHORE BLVD  
WILLOWICK, OH 44095

Site: 1 - GAS

Account No:80320743 PO No:  
Ship Via:

Sales ID:5

Terms: NET 20 DAYS  
BOL/Ship Order:

Product Code/ Description	Shipped/ Billed UOM	Price Each	Extension
265 REG 87 GAS W/ 10%ETH MEETS 9.0 RVP	3027.2GAL 3027.2 GAL.	2.40050	7266.79
FEDERAL LUST TAX	3,027.2	.00100	3.03
OH EXCISE GAS	3,027.2	.38500	1165.47
OHIO PAT TAX GAS	3,027.2	.02196	66.49
FED OIL SPILL ETHANOL .001929	3,027.2	.00193	5.84

Location: 31230 VINE STREET  
INVOICE DUE ON 01/16/2023

Total Amount: 8,507.62

I HEREBY CERTIFY THAT THE GOODS, MATERIALS  
&/OR SERVICES SHOWN IN THIS INVOICE HAVE BEEN  
RECEIVED &/OR RENDERED ON BEHALF OF THE

CITY OF WILLOWICK, P.O. #

*BLD 2001*  
*12/27/22*  
*[Signature]*

\*ALL DELIVERIES LESS THAN 150 GALLONS\*  
\*ARE SUBJECT TO A DELIVERY CHARGE\*  
1 800 367 0203

MELZER'S FUEL SERVICE  
REMIT TO  
PO BOX 785995  
PHILADELPHIA, PA 19178-5995

Phone: 800-367-0203  
Fax: (440) 354-3669

Page: 1

Invoice No: 6790300  
Invoice Date: 12/27/22  
Ship Date:

Profit Center: 1

DEC 28 2022

Sold WILLOWICK, CITY OF  
To: 30435 LAKESHORE BLVD  
WILLOWICK, OH 44095

Ship WILLOWICK, CITY OF  
To: 30435 LAKESHORE BLVD  
WILLOWICK, OH 44095

Site: 2 - ON RD

Account No: 80320743 PO No:

Sales ID: 5 Terms: NET 20 DAYS  
BOL/Ship Order:

Product Code/ Description	Shipped/ Billed UOM	Price Each	Extension
------------------------------	------------------------	---------------	-----------

## CLEAR DIESEL FOR TAXABLE USE.			
296	1000GAL		
ULSD CLEAR	1000 GAL	3.08590	3085.90

FEDERAL LUST TAX	1,000.0	.00100	1.00
OH EXCISE DIESEL	1,000.0	.47000	470.00
FED OIL SPILL .002143 df/conv	1,000.0	.00214	2.14
OH PAT DIESEL TAX	1,000.0	.02745	27.45

Location: 31230 VINE ST  
INVOICE DUE ON 01/16/2023

Total Amount: 3,586.49

I HEREBY CERTIFY THAT THE GOODS, MATERIALS  
&/OR SERVICES SHOWN IN THIS INVOICE HAVE BEEN  
RECEIVED &/OR RENDERED ON BEHALF OF THE  
CITY OF WILLOWICK, P.O. # B1022001  
DATE 12/29/22

\*ALL DELIVERIES LESS THAN 150 GALLONS\*  
\*ARE SUBJECT TO A DELIVERY CHARGE\*  
1-800-367-0203

**RESOLUTION NO. 2023-8**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF LAKE COUNTY COMMISSIONERS, FOR FUNDING TO PURCHASE, LICENSE AND MAINTAIN MYSENIORCENTER SOFTWARE IN THE CITY SENIOR CENTER, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Willowick has requested and the Board of the Lake County Commissioners, has agreed to fund the purchase, maintenance, and support of MySeniorCenter sponsor-based software and hardware through Xavus Solutions, LLC for use in the City of Willowick Senior Center;

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

**Section 1.** That the Mayor of the City of Willowick is hereby authorized to enter into the written Memorandum of Understanding with the Board of Lake County Commissioners for funding the purchase, maintenance and support of MySeniorCenter software and hardware, and in a form substantially similar to the Memorandum of Understanding annexed as Exhibit A and incorporated herein, and to execute any and all documentation necessary to formalize the validity and implementation of that Memorandum.

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

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

**PASSED:** \_\_\_\_\_, 2023

\_\_\_\_\_  
**Robert Patton, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2023

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
**Angela Trend, Clerk of Council**

\_\_\_\_\_  
**Michael J. Vanni, Mayor**



MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
 LAKE COUNTY, OHIO  
 AND  
 CITY OF WILLOWICK  
 FOR  
 XAVUS SOLUTIONS PURCHASE AGREEMENT

This Memorandum of Understanding (“MOU”) is entered this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Board of County Commissioners of the County of Lake, Ohio (“County”), located at 105 Main Street, Painesville, Ohio 44077, and the City of Willowick (“Recipient”), located at 30435 Lakeshore Boulevard, Willowick, Ohio 44095, fiscal agent for the Willowick Senior Center.

STATEMENT OF PURPOSE

The County expects to receive funds, beginning in 2023, from the collection of an (.8) eight-tenths of one mill tax for a period of five (5) years on real estate within Lake County for senior citizens services or facilities. In accordance with R.C. 307.694, the County may spend moneys for the support of senior citizens services or facilities. Therefore, the County wishes to provide Recipient with software to facilitate the provision of services to senior citizens through its Senior Center and to assist the County in analyzing the usage of the programming provided by the Senior Center.

RIGHTS AND RESPONSIBILITIES OF THE COUNTY

1. The County will enter into an agreement with Xavus Solutions LLC for the initial purchase of the MySeniorCenter sponsor-based software and hardware, including touch-screen monitor, scanner, and 900 key tags.
2. The County also agrees to pay the annual licensing fee, which includes software maintenance and support.
3. The County will have access to view MySeniorCenter data and statistical information.

RIGHTS AND RESPONSIBILITIES OF RECIPIENT

1. Recipient shall cooperate with the installation and set-up of the MySeniorCenter sponsor-based software and hardware.
2. Recipient shall participate in MySeniorCenter software on-boarding training and additional training opportunities throughout the year as requested by the County.

- 3. Recipient shall utilize the MySeniorCenter software and shall keep the necessary hardware in good working condition. In order to meet these responsibilities, Recipient is responsible for:
  - a. Replacement or repair of hardware components after the first year.
  - b. Maintaining necessary IT infrastructure and support.
- 4. Recipient is being provided with the base model of the MySeniorCenter Software. Recipient is responsible for all costs associated with any additional features available with the MySeniorCenter Software that Recipient wishes to implement.

MISCELLANEOUS PROVISIONS

- 1. This MOU constitutes the entire understanding between the County and the Recipient and supersedes all prior or contemporaneous communications and/or proposals. Any amendment to this MOU shall be in writing and will be effective upon execution by both parties.
- 2. This MOU shall be in effect until December 31, 2024 and will automatically renew for successive one-year terms unless cancelled by the County or the Recipient by providing written notice at least thirty (30) days before the end of the current term. The county may terminate this MOU at any time due to lack of funds.

**Board of Lake County Commissioners**

\_\_\_\_\_  
*Jason W. Boyd, County Administrator*

Date: \_\_\_\_\_

**City of Willowick**

By: \_\_\_\_\_

*Michael J. Vanni, Mayor*

By: \_\_\_\_\_

*Doreen Nevulis, Willowick Senior Center Director*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 2023-9**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF EASTLAKE AND CITY OF WILLOUGHBY FOR THE VINE STREET RESURFACING PROJECT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION’S 2024 URBAN PAVING PROGRAM, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Vine Street (State Rt. 640) is an integral roadway within the Cities of Eastlake, Willowick and Willoughby and is in need of improvement; and

**WHEREAS**, the Cities of Eastlake, Willowick and Willoughby have agreed for the City of Eastlake to solicit and/or obtain responsive bids and engineering necessary for the planning and implementation of improvements to Vine Street; and

**WHEREAS**, the Cities of Eastlake, Willowick and Willoughby agree to proportionally share in the construction costs of the project, which are obtained and ultimately awarded via the solicitation of bids and/or Quality Based Selection process, and in accordance with the Ohio Department of Transportation’s ultimate apportionment of the construction costs of the project.

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

**Section 1.** That the Mayor of the City of Willowick is hereby authorized to enter into the written Memorandum of Understanding with the City of Eastlake and City of Willoughby for the Vine Street Resurfacing Project through the Ohio Department of Transportation’s 2023 Urban Paving Program, and in a form substantially similar to the Memorandum of Understanding annexed as Exhibit A and incorporated herein, and to execute any and all documentation necessary to formalize the validity and implementation of that Memorandum.

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

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the timely solicitation of bidding for a publicly and/or federally funded road improvement project; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

**PASSED:** \_\_\_\_\_, 2023

\_\_\_\_\_  
**Robert Patton, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2023

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
**Angela Trend, Clerk of Council**

\_\_\_\_\_  
**Michael J. Vanni, Mayor**



**MEMORANDUM OF UNDERSTANDING**

**CITY OF WILLOUGHBY,**  
**CITY OF EASTLAKE**  
**AND**  
**THE CITY OF WILLOWICK**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this \_\_\_\_\_ day of February, 2023, by and between the **City of Willoughby, City of Eastlake, and the City of Willowick** (collectively the "Parties").

WHEREAS, the Parties to this MOU adjoin each other within Lake County, Ohio;  
and

WHEREAS, Vine Street (State Route 640) runs through and is a critical roadway for each of the Parties. The roadway needs improvement and the Parties desire to cooperate in the Vine Street Resurfacing PID 89274; LAK-640-00.00 through the Ohio Department of Transportations 2024 Urban Paving Program. ("Improvement and/or Project"); and

WHEREAS, the Parties understand that engineering services are a crucial early step in planning and in ultimately implementing the project. As such, the Parties desire that the City of Eastlake **will solicit bids for said engineering services, via traditional public bidding or through a Quality Based Selection process, as the case may be, and will obtain any Requests for Proposals required** for the entire project; and

WHEREAS, **due to the impact of the roadway improvements and importance to each respective City, the Parties hereto** agree to share proportionally in the share of said cost in accordance the terms of O.D.O.T. apportionment for the construction cost.

NOW THEREFORE, in consideration of the promises, terms and conditions herein, parties hereby agree as follows:

The City of Eastlake agrees to do the following:

1. To prepare, submit public bid solicitation **and/or Quality Based Selection Process for** engineering services necessary for the Improvement.
2. To select said engineering services which represent lowest and best, responsible bidder **or proposal**.

The City of Willoughby and the City of Willowick agree to do the following:

1. To be bound by the selection of said engineering services **as set forth herein** and to share in and pay on demand their respective proportional share in accordance with the terms of O.D.O.T. apportionment of the construction costs.

IN WITNESS WHEREOF, the parties have affixed their hands and seals in Lake County, Ohio this \_\_\_\_\_ day of February, 2023.

CITY OF WILLOUGHBY:

\_\_\_\_\_  
Mayor: \_\_\_\_\_

\_\_\_\_\_  
Finance Director: \_\_\_\_\_

CITY OF EASTLAKE:

\_\_\_\_\_  
Mayor: \_\_\_\_\_

\_\_\_\_\_  
Finance Director: \_\_\_\_\_

CITY OF WILLOWICK:

\_\_\_\_\_  
Mayor: \_\_\_\_\_

\_\_\_\_\_  
Finance Director: \_\_\_\_\_

## LEASE AGREEMENT

THIS LEASE, is made and entered into at Willowick, Ohio, this \_\_\_\_ day of February , 2023, by and between THE CITY OF WILLOWICK (“Lessor”), whose address is 30425 Lakeshore Blvd., Willowick, Ohio 44095, and KURTZ BROS., INC. (“Lessee”), whose address is 6415 Granger Road, Independence, Ohio 44131.

### Recitals

A. Whereas, Lessor owns undeveloped land consisting of approximately 6.7 acres, with a PPN# 28A4000010, and a street address of 32800 Lakeland Boulevard, Willowick, Ohio 44095 (the “Property”).

B. Whereas, Lessor intends to lease a portion of the Property to Lessee, and Lessee intends to lease said portion from Lessor, subject and pursuant to the terms and conditions set forth herein.

NOW THEREFORE, based upon the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby accepted, the parties hereto agree as follows:

### Agreement

**1. Premises.** Upon the terms and conditions hereinafter set forth, in consideration of the payment of the rents as defined herein and the prompt performance by the Lessee of the covenants and agreements to be kept and performed by the Lessee, the Lessor does lease and let to the Lessee and the Lessee hereby leases from Lessor, the premises described in Exhibit A, “Site Plan,” hereof, and hereinafter referred to as the “Premises.”

Lessor shall retain full, unobstructed, and exclusive responsibility and access to the City’s detention basin located on the parcel for all maintenance and/or repair. Lessee shall not place any obstructions, boundaries or restrictions upon the Premises that will restrict or impede the Lessor’s access or ability to maintain the detention basin. Lessee shall not have any rights under this Agreement to disturb, discharge, or access the detention basin in any manner.

**2. Use.** Lessee shall use the Premises to conduct a wholesale and retail outlet for landscape and building materials and garden supplies, and all activities related thereto, including but not limited to production of same, and for no other purpose. Lessee shall, at its own costs and expense, obtain any and all licenses and permits necessary for such use and occupation. Lessee shall comply with all governmental and judicial orders and directives for the correction, prevention, and abatement of nuisances in or upon or connected with the Premises, all at Lessee’s sole expense. Lessee accepts the Premises subject to all zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Premises. It is the intention of the parties that the use and occupancy of said Premises shall be strictly construed.

**3. Term and Renewal Options.** The initial term of this Lease shall be for a one (1) year term.

**4. Commencement of Term.** The parties acknowledge that the Lessee has occupied and operated its business on the Premises prior to the commencement of this Agreement and continuously since the eviction of Concrete, Inc. on September 3, 2019. The term of this Lease shall commence effective as of February 1, 2023 (the “Commencement Date”).

**5. Rental.** The rental rate shall be Three Thousand, Two Hundred Dollars (\$3,200.00), per month, for the term of this Lease, payable on the first day of each month.

**6. Increase in Taxes as Additional Rent.** As the Lessor, as a public entity, is unable to pay real estate property tax, the Lessee shall be assessed the real estate taxes, and assessments as set forth in the tax duplicate prepared for the property, which shall be timely paid by the Lessee. All building structures assessed for tax purposes will be the property of the Lessee, and the obligation of the Lessee.

**7. Assignment and Sublet.** Lessee shall not assign this Lease or sublet the Premises or any portion thereof without the prior written consent of Lessor, which consent may be held in the sole discretion of Lessor.

**8. Removal of Improvements.** Except as otherwise provided, all movable (i.e., not affixed to the ground or structure) improvements, furnishings, trade fixtures, air conditioning equipment, and other equipment installed in the Premises by or for the benefit of Lessee and paid for by the Lessee, shall be the property of the Lessee upon the termination of this Lease, provided (a) that any of such as are affixed to the Premises and require severance including, but not limited to, the truck scale and bin structures, may be removed only if Lessee shall repair any damage caused by such removal (in the case of the truck scale and bin structures, property must be re-graded to Lessor’s specifications), and (b) that Lessee shall have fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease. Any structures located upon the Premises and any fixtures thereto shall remain after termination and are the property of the Lessor. Any improvements, furnishings, trade fixtures and other equipment left at the Premises for more than fourteen (14) days after termination of this Lease, for any reason, shall be deemed abandoned and be the sole and exclusive property of the Lessor.

**9. Signs.** Lessee may place a sign or signs on the exterior of the Premises, with prior notice to Lessor, provided all such signage complies with zoning ordinances and local restrictions.

**10. Insurance.** Lessee shall keep the Premises and other structures located in, on or about the Premises (including all improvements, alterations, additions and changes thereto) insured against damage or destruction by fire and the perils commonly covered under an extended coverage endorsement to the extent of one hundred percent (100%) of the full replacement value thereof under an agreed amount endorsement. Lessor shall be named as a title holder of the policy, as well as an additional named insured under the policy of insurance.

Lessee hereby waives all rights of recovery and courses of action which Lessee has or may have or which may arise hereafter against the Lessor whether caused by negligence, intentional misconduct or otherwise, for any damage to premises, property or business caused by any of the

perils covered by standard fire policy with extended coverage and with vandalism and Malicious Mischief Endorsements, building and contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued and further that the foregoing waivers do not invalidate any policy of insurance of the parties hereto, now or hereafter issued, it being stipulated by the parties hereto that the waivers shall not apply in any case in which the application thereof would result in the invalidation of any such policy of insurance. Any additional premium caused by this Waiver of Subrogation shall be paid by the party benefited thereby. The proceeds of such insurance in case of loss or damage shall be applied on account of the obligation of Lessee to repair and/or rebuild the damaged or destroyed Building or Buildings within the Premises, and improvements located thereon. Such policy or policies may be made payable to the holder of any first mortgage on the Premises so insured as its interest may appear under a standard mortgagee clause provided such mortgagee agrees that it will in the event of loss make the proceeds of such insurance available to Lessee during the course of reconstruction and repair upon presentation of material and labor bills for work completed and an architect's certificate approving payment of such bills so that such moneys may be used by Lessee to pay such repairs.

Lessee shall carry Comprehensive General Liability Insurance on the Premises during the term of this Lease and any carry over of said term, such coverage including Products and Completed Operations Coverage and Automobile Liability. Lessee shall provide proof of such coverage to the Lessor within 14 days of execution of this Agreement. Lessee agrees to include the Lessor as an additional insured under the Lessee's certificate of insurance evidencing such coverage, the limit of such liability to be at least \$5,000,000.00 per occurrence, and in no event shall the liability limit be less than that liability amount in force for the Lessee for other insurance purposes. Lessee's failure to maintain insurance coverage on the Premises as provided for herein shall be considered a breach of this Agreement.

### **11. Indemnity/Liability**

(a) Lessor shall not be liable to Lessee for any loss, damage, or injury to Lessee, Lessee's employees, Lessee's agents, or Lessee's property resulting from fire, theft, or any accident or casualty, all claims for any such damage or injury being hereby expressly waived by Lessee unless such damage or injury results from the negligence of the Lessor, its employees or agents. Lessor shall not be liable for any loss, damage, or injury to Lessee, Lessee's agents, servants, employees or visitors, or to Lessee's property by reason of damage or injury caused by or from water or water leakage, bursting or leaking of boilers, or water, sewer, or air conditioning equipment, or plumbing fixtures, or from electric wires, whatsoever, except in the case of the willful neglect of the Lessor, all claims for any such damage or injury being hereby expressly waived by Lessee.

(b) Lessee shall save Lessor harmless against and, at Lessee's expense, shall defend, settle and satisfy any demand, cause of action or claim of any kind whatsoever made against Lessor on account of any event, injury, or damage to any person or property arising out of Lessee's use, occupancy, or improvement of the Premises or due to any act or negligence of Lessee, Lessee's subtenants, or anyone under its control or employ. Lessee shall at once report in writing to

Lessor any defective condition known to Lessee which Lessor is required to repair. Lessor shall not be liable for, and Lessee, hereby for itself, its invitees, licensees, and permittees, releases, discharges, and acquits Lessor of any and all claims for loss, damage, or injury of any nature whatsoever to person or property resulting in any way from or in any fashion arising out of or connected with the occupancy or use of the Premises and the Property of which said Premises are a part, unless caused by negligent acts of Lessor, its agents, or employees.

(c) Lessor shall not be liable for any damage occasioned by reason of the construction of the Premises or for failure to keep the Premises in repair, unless notice of the need for repairs has been given Lessor, a reasonable time has elapsed and Lessor has failed to make such repairs. Unless due to Lessor's negligence, Lessor shall not be liable for any damage done or occasioned by or from the electrical system, the heating and/or air conditioning system, the plumbing and sewer systems in, above, upon or about the Premises or the building of which the Premises form a part, nor for damages occasioned by water, snow or ice being upon or coming through the roof, trapdoor, walls, windows, door or otherwise, nor for any damage arising from acts of negligence of co-tenants or other occupants of the Building of which the Premises may form a part, or the acts of any owners or occupants or adjoining or contiguous property.

**12. Operation of Business.** Lessee agrees to keep the Premises open for business during such times and business seasons as are in keeping with good business practice and in the manner which it generally operates its other offices, subject, however, to union agreements and restrictions, and except as it may be necessary that the Premises be closed on account of the order of any duly constituted authority, or for the purpose of making repairs or improvements, or during the period of strikes, lockouts, emergencies, or other causes beyond the Lessee's reasonable efforts to shorten such periods.

**13. Utilities.**

(a) Lessee shall pay for its own water, gas, and electric current and shall take all steps necessary to ensure the billings are timely paid, without default or assessment against the tax duplicate of the Premises.

(b) Any amounts paid by Lessor to make up any default on Lessee's part to fulfill Lessee's covenants herein written, are hereby agreed and declared to be so much additional rent and shall be due and payable with the next installment of rent due thereafter under this Lease.

(c) Lessee shall ensure that all utility companies and governmental agencies have the Lessee's business address to mail billing statements.

**14. Repairs by Lessee.** Lessee shall keep and maintain the Premises, in good condition and repair and shall make at its own expense all repairs necessary to maintain the Premises and fixtures and improvements in good working order except (a) structural repairs and replacements, (b) repairs required to be made by Lessor under this Section 14, and (c) repairs made necessary by reason of damage due to perils included in the insurance with endorsements for malicious mischief and vandalism. Lessee shall comply with all health and police regulations applicable to or affecting the use and maintenance of the Premises.

**15. Use and Care of Premises.**

(a) Lessee shall use and occupy the Premises in a careful, safe, and proper manner and shall keep the Premises in a clean and safe condition in accordance with local ordinances and lawful direction of property public officers.

(b) Lessee shall not use or allow the Premises to be used for any purpose other than as specified herein and shall not permit the Premises to be used for any unlawful purpose or in any way that will injure the structural integrity of the Building in which the Premises are situated, nor permit the Premises to be occupied in whole or in part by any other person, except pursuant to Paragraph 2 hereof.

(c) In the event Lessee's use of the Premises is such as to cause an increase in the insurance rates upon which the Premises are located, or the contents of such Building in which the Premises are located or the contents of such Building or Buildings, Lessee agrees to pay the additional premium cost incurred as a result of such use.

**16. Destruction of Premises.**

(a) If the Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy, and such destruction or injury could reasonably be repaired within three (3) months from the happening of such destruction or injury, then Lessee shall not be entitled to surrender possession of the Premises, nor shall Lessee's liability to pay rent under this Lease cease without the mutual consent of the parties hereto, which consent shall not be unreasonably withheld, delayed or conditioned

(b) If such destruction or injury cannot reasonably be repaired within three (3) months from the happening thereof, Lessee shall notify Lessor within sixty (60) days after the happening of such destruction or injury whether or not it intends to repair or rebuild, and if Lessee elects not to rebuild, this Lease shall be considered terminated, as of the date of destruction. In such event, however, Lessee agrees to restore the Premises to its pre-construction condition.

**17. Defaults.**

(a) In the event (i) rent or any installment thereof is not paid within fourteen (14) days from receipt of Lessor's notice of Lessee's failure to pay such rent; (ii) the Premises shall be deserted, abandoned, or vacated as determined in the sole discretion of Lessor; (iii) the Lessee shall fail to comply with any material term, provisions, condition, or covenant contained herein other than the payment of rent, and shall not cure such failure within thirty (30) days after the receipt of written notice from Lessee specifying any such default, (iv) any petition is filed by or against Lessee under any section or chapter of the Bankruptcy Act, as amended, is not dismissed within sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any State for the purpose of discharging or extending the time for payment of debts; (v) Lessee shall make an assignment for benefit of creditors; (vi) a receiver is appointed for Lessee by any court and shall not be dissolved within sixty (60) days thereafter; or (vii) the leasehold interest is levied on under execution; then, in any of said events, Lessor may, in addition to and not in limitation of any other remedy permitted by law or by this Lease:



(1) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, but if Lessee shall fail to do so Lessor may, after due process, and without prejudice to any other remedy Lessor may have for possession or arrearages in rent or damages for breach of contract, enter upon the Premises and expel or remove Lessee and its effects, without being liable to prosecution or any claim for damages therefore, and Lessee agrees to indemnify Lessor for all loss and damage which Lessee may suffer by reason of such Lease termination, whether through inability to re-let the Premises, or through decrease in rent, or otherwise.

(2) Declare the entire amount of the rent which would become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Lessee agrees to pay the same, together with all rents theretofore due at the office of Lessee, provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rent of the remainder of said term, and such payment shall be considered, construed, and taken to be a debt provable in bankruptcy or receivership. Should Lessor declare the entire amount rent due for the remainder of the term, Lessor shall take reasonable steps to re-let the Premises upon terms and conditions reasonably similar to the terms and conditions of this Lease, or sell the Premises. Any rental amounts then collected from such new lessee shall offset any amounts due from Lessee, and any amount so offset shall be returned to Lessee within a reasonable time period, but in no case shall such reasonable time period exceed thirty (30) days.

(b) It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provision of this Lease which shall not be paid when due shall bear interest at fifteen percent (15%). Any failure on Lessor's behalf to enforce this paragraph shall not constitute a waiver of this provision with respect to future accruals of past due rent.

(c) If Lessee shall default in making any payments of monies to any person, entity, or for any purpose as may be required hereunder, Lessor may pay such expense, but shall not be obligated to do so. Lessee upon Lessor's paying such expense shall be obligated to forthwith reimburse Lessor for the amount thereof. All sums of money payable by Lessee to Lessor hereunder shall be deemed as rent for use of the Premises and collectible by Lessor from Lessee as rent, and shall be due from Lessee to Lessor on the first day of the month following the payment of the expense by Lessor.

(d) The rights of the Lessor under this Lease shall be cumulative but not restrictive to those given by law, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

**18. Vacation of Premises.** Lessee shall deliver up and surrender to Lessor possession of the Premises upon the expiration of the Lease or its termination in any way in as good condition and repair as the same shall be at the commencement of said term (loss by fire or other casualty covered by the standard extended coverage insurance policy and ordinary wear and decay only excepted), reasonable wear and tear excepted, and deliver the keys at the office of Lessor or Lessor's agent.



**19. Termination.** If at the expiration of the term of this Lease or any renewal thereof Lessee continues to occupy said Premises, such action shall constitute renewal of this Lease for a period of one (1) month upon the same terms and conditions, and, Lessor may, at its option, cancel such renewal at any time by giving to Lessee thirty (30) day notice of its intention to cancel.

**20. Short-Term Lease.** This Lease shall not be recorded, but a short form Lease describing the property herein demised, giving the term of this Lease and referring to this Lease, may be recorded by either party.

**21. Rent Demanded.** Every demand for rent due wherever and whenever made shall have the same effect as if made at the time it falls due and at the place of payment, and after the service of any notice or commencement of any suit, or final judgment therein, Lessor may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit, or judgment.

**22. Notice.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by mailing such notice or consent by registered or certified mail addressed to the other party at the address hereinbefore specified or at such other address as may be specified from time to time in writing delivered to the other party.

**23. No Representation By Lessor.** Lessor and its agents have made no representations or promises with respect to the Premises or the Building of which the same form apart except as herein expressly set forth. The taking of possession of the Premises by Lessee shall be conclusive evidence as against Lessee that the Premises were in good and satisfactory condition at the time such possession was so taken.

**24. Waiver.** No waiver of any condition or legal right or remedy shall be implied by the failure of Lessor to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Lessor. No waiver by Lessor in respect to one tenant of the Building in which the Premises are located shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant or any other condition or covenant.

**25. Eminent Domain.** In the event that the Premises or any part thereof shall at any time after the execution of this Lease be taken for public or quasi-public use or condemned under eminent domain, the Lessee shall not be entitled to claim or have paid to the Lessee any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest, or estate of the Lessee, and Lessee hereby relinquishes to Lessor any rights to any such damages unless for damages of property owned by Lessee, but the Lessee shall be entitled to claim and have paid to it for the use and benefit of the Lessee all compensation and/or damages for and/or on account of and/or arising out of such taking and/or condemnation without deduction from the amount thereof for or on account of any right, title, interest or estate of the Lessee in or to said property, except that any reimbursement for relocation expenses shall be paid to the Lessee.

**26. Lease Inures to Benefit of Assignees.** The Lease and all the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns respectively of the parties hereto, provided, however, that no assignment by, from, through or under Lessee in violation of the provisions hereof shall vest in the assigns any right, title or interest whatever.

**27. Quiet Enjoyment.** Lessor hereby covenants and agrees that if Lessee shall perform all the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the continuances hereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of let or hindrance from Lessor or any person or persons lawfully claiming the Premises.

**28. Interpretation.** Wherever either the word "Lessor" or "Lessee" are used in this Lease, it shall be considered as meaning "Lessors" or "Lessees" respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as Lessee or Lessee in the heading of this instrument wherever the context requires.

**29. Entire Agreement.** This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.

**30. Broker Commission.** Lessor and Lessee warrant, which shall survive the execution of this Lease, that no broker induced the Lessee to enter into this transaction. Lessor and Lessee each agree to indemnify, defend and hold harmless the other from any breach of said warranty.

**31. Modifications.** It is mutually agreed that this Lease cannot be changed, altered, modified, or extended, except in writing signed by both Lessor and Lessee or their duly authorized agents.

**32. Severability.** If any term or provision of this Lease or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**33. Acceptance of Condition of Premises.** Lessee has examined the Premises herein and accepts same in present condition. The Lessee's taking possession shall be conclusive evidence as against the Lessee that the Premises were in good order and satisfactory condition when the Lessee took possession. No promise of the Lessor to alter, remodel, or improve the Premises and no representation respecting the condition of the premises have been made by the Lessor to the Lessee, unless the same is contained herein, or made apart hereof, and Lessee will make no claim on account of any representations whatsoever, whether made by a renting agent, broker, officer of other representative of Lessor or which may be contained in any circular, prospectus or advertisement relating to the Premises, or otherwise, unless the same is specifically set forth in

this Lease. This Lease does not grant any rights to light or air over property, except over public streets kept open by public authority.

**35. Acknowledgement of Termination of Lease and Sublease.** The parties hereto acknowledge and agree that the Lease between Lessor and Concrete Inc., and/or Anthony Allega Cement Contractor, Inc., and the Sublease between Concrete Inc. and Lessee, have terminated with each party no longer being bound by their terms. The parties hereto acknowledge and agree that this agreement shall be the sole agreement between the parties pertaining to the Premises.

LESSOR:

LESSEE:

CITY OF WILLOWICK, AN OHIO  
MUNICIPAL CORPORATION

KURTZ BROS., INC., AN OHIO  
CORPORATION

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Site Plan**

**Where Relationships Count.**

January 25, 2023

Mayor Michael J. Vanni  
City of Willowick, Ohio  
30435 Lakeshore Boulevard  
Willowick, OH 44095

We are pleased to confirm our acceptance and understanding of the services we are to provide for the City of Willowick, Ohio (the “City”) for the year ended December 31, 2022.

You have requested that we prepare the financial statements of the City, which comprise the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements. You have also requested that we prepare the required supplementary information based on information provided by you.

### **Our Responsibilities**

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA’s *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the City or noncompliance with laws and regulations.

25201 Chagrin Boulevard  
Cleveland, Ohio 44122.5683  
p. 216.831.7171  
f. 216.831.3020

Mayor Michael J. Vanni  
City of Willowick, Ohio

2

January 25, 2023

### **Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 3) The prevention and detection of fraud.
- 4) To ensure that the City complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- 6) To provide us with:
  - Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
  - Additional information that may be requested for the purpose of the preparation of the financial statements, and
  - Unrestricted access to persons within the City with whom we determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

### **Other Relevant Information**

Frank A. Eich is responsible for supervising the engagement.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to you.

To ensure that Ciuni & Panichi, Inc.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

Mayor Michael J. Vanni  
City of Willowick, Ohio

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January 25, 2023

During the term of this engagement and for a period of 12 months after an employee or contractor of Ciuni & Panichi, Inc. has completed performance of services under this engagement letter, the City will not directly or indirectly contract with, or solicit to employ (or cause to be solicited for the purpose of employment), the employees and contractors of Ciuni & Panichi, Inc. providing services hereunder. In the event the City fails to comply with its obligation(s) under this paragraph, Ciuni & Panichi, Inc. reserves the right to seek damages resulting from violation of this paragraph, including liquidated damages and, not as a penalty, the compensation paid by Ciuni & Panichi, Inc. to said employee or contractor during the three months preceding the City breach.

Our base fees will be as follows:

Conversion of the cash basis working trial balance of the City to the accrual basis in order to conform to U.S. GAAP	\$ 22,050
Preparation of the financial statements to comply with the reporting model required by GASB Statement No. 34	\$ 7,050

These fees are based on anticipated cooperation from your personnel, specifically the completion of the required information outlined in the prepared by client list and the assumption that unexpected circumstances will not be encountered during the preparation. If significant additional time is necessary, we will discuss it with you and arrive at an estimate of additional fees before we incur the additional costs.

In addition, Ciuni & Panichi, Inc. will assist the City with the implementation of Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*. Our fee will be based upon actual hours incurred and will be billed at our standard hourly rates, not to exceed \$4,000. If the implementation of GASB Statement No. 87 requires significant additional time, we will discuss it with you and arrive at an estimate of additional fees before we incur the additional costs.

Billings will be rendered as work progresses so you may readily relate our charges to the work performed. Each invoice will be payable on receipt. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until current status is reached. Amounts due after 60 days will become subject to a 1.5% monthly interest charge, which will be added to the existing outstanding balance.

The parties shall attempt in good faith to resolve any dispute arising out of or relating to the engagement, including any dispute over invoiced amounts, promptly by negotiations between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 20 days of the delivery of said notice, executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within 20 days, either party may initiate mediation of the controversy or claim as provided herein.

If the dispute has not been resolved by negotiation as provided above, the parties shall endeavor to settle the dispute by mediation under the then current Center for Public Resources (CPR) Model Procedure for Mediation of Business Disputes. The neutral third party will be selected from the CPR panel of neutrals within 20 days of the initiation of the mediation process. If the parties encounter difficulty in agreeing on a neutral, they will seek the assistance of the CPR in the selection process. The mediation shall occur at the time and place selected by the mediator.

Mayor Michael J. Vanni  
City of Willowick, Ohio

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January 25, 2023

In the event mediation does not resolve the dispute, the parties may pursue their respective legal remedies.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



CIUNI & PANICHI, INC.

This letter correctly sets forth the understanding of the City of Willowick, Ohio:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title