



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, January 20, 2026 at 6:30 PM
City Council Chambers

ADA NOTICE

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

AGENDA

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

1. Motion to approve the Minutes from the Regular Council Meeting of January 6, 2026.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

2. Motion to approve the mayoral appointment of Nikki Jablonski to the Willowick Recreation Board for a 3-year term expiring on December 31, 2029.

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 – Goran Vrhovac

Law Director – Mandy Gwirtz

Police Chief – Rob Daubenmire

Fire Chief – Bill Malovrh

Chief Housing/Zoning Inspector – Sean Brennan

WARD MATTERS

PUBLIC PARTICIPATION

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

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Mohorcic, Antosh

Safety – Phares, Malta, McFarland

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

Streets, Sidewalks & Sewers – Mohorcic, Bisbee, Malta

Tax Compliance – McFarland, Antosh, Phares

Moral Claims – Antosh, Phares, Koudela

Budget – Mohorcic, Koudela, Bisbee

LIAISON REPORTS

Planning – Phares/Alternate Antosh

Board of Zoning Appeals – McFarland/Alternate Koudela

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Plan Review Board – Antosh

FUND TRANSFERS & BID AUTHORIZATIONS

CONTRACT APPROVALS

3. A Motion authorizing the Mayor and/or Fire Chief to enter a 5 year contract with TCP, for the Aladtec Subscription which is the scheduling and payroll program.

INTRODUCTION & CONSIDERATION OF LEGISLATION

4. RESOLUTION NO. 2026-3:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH VERDANTAS, LLC.

5. ORDINANCE NO. 2026- 2:

AN ORDINANCE TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM The General Fund (101); The Sewer Revenue Fund (205); Fire Emergency Rescue Fund (208); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

6. RESOLUTION NO. 2026-4:

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF CINCINNATI ON BEHALF OF THE OHIO CYBER RANGE

INSTITUTE TO PROVIDE CYBERSECURITY EDUCATION AND TRAINING TO THE CITY OF WILLOWICK EMPLOYEES

7. **First Reading 12/16/25, Second Reading 1/6/26, Item is on Third Reading:**

ORDINANCE NO. 2025- 53 (AMENDED):

AN ORDINANCE AMENDING CHAPTER 133 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO TITLED “DEPARTMENT OF FINANCE”; SPECIFICALLY SECTION 133.17, TITLED “CHARGES FOR EMERGENCY MEDICAL SERVICE.”

8. **First Reading 12/16/25, Second Reading 1/6/26, Item is on Third Reading:**

ORDINANCE NO. 2025-59 (Amended):

AN ORDINANCE ENACTING CODIFIED ORDINANCE 133.51 IMPLEMENTING A PROGRAM TO RECOVER COSTS ASSOCIATED WITH THE DELIVERY OF PUBLIC SAFETY SERVICES BY THE MUNICIPALITY FOR EMERGENCY RESPONSE INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: TRAFFIC CRASH RESPONSE, GAS LINE REPAIR, UTILITY COMPANY WAIT TIME, ILLEGAL BURN, SEARCH AND RESCUE, STRUCTURE FIRES, HAZMAT RESPONSE, FALSE ALARMS, WATER RESCUE, MINING INCIDENTS AND PREPPING FOR CAREFLIGHT; ALL BEING PUBLIC SAFETY SERVICES THAT ARE REQUIRED DUE TO AN INDIVIDUAL’S NEGLIGENCE AND ARE BEYOND THE USUAL BASIC PUBLIC SAFETY SERVICES.

MISCELLANEOUS

9. Motion to approve a purchase order in the amount of \$49,299.00 to SLE Technologies Inc. for the purchase of 4 vertical lift columns for the Service Department maintenance garage.
10. Motion authorizing Change Order CO-#1 to United Survey, Inc for the amount of \$189,315.00 for the Forestgrove Sewer Improvements Project Phase I Project.
11. Motion authorizing Verdantas to perform Engineering Retainer and General Services for the City of Willowick in accordance with the Master Service Agreement for Engineering Services.
12. Motion authorizing Verdantas to perform annual Sanitary Sewer Support Services including flow monitoring maintenance and data management, smoke testing, rain event analysis, and complete annual regulatory sanitary sewer compliance reports for a fee of \$25,000 in accordance with the Master Service Agreement for Engineering Services.
13. Motion authorizing Verdantas to prepare specifications, construction plans and bid documents, advertise and obtain bids, and before construction related services for the Larimar Culvert Improvements Project for a fee of \$128,100 in accordance with the Master Service Agreement for Engineering Services.
14. A Motion authorizing the Mayor and/or Service Director to enter into a service agreement with Great Lakes Mechanical Service for the preventative service and maintenance of the City of Willowick's HVAC Equipment at the annual cost of \$6,980.00.
15. Motion authorizing the Mayor and/or Service Department Director to enter into an Agreement with GPS for the remote monitoring of the pool pump at Manry Park at the annual cost of \$595.00.

16. A Motion authorizing the Law Director to formally withdraw the City's objection to liquor permit # 10008502-1 (Lakeshore Gas, 29000 Lakeshore Blvd., Willowick, Ohio).

PUBLIC PARTICIPATION

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

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, January 06, 2026 at 6:30 PM
 City Council Chambers

ADA NOTICE

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

MINUTES

CALL MEETING TO ORDER

The meeting was called to Order by Council President Koudela at approximately 6:30 p.m.

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

All members in attendance.

APPROVAL OF MINUTES

1. Motion to approve the Minutes from the Regular Council Meeting of December 16, 2025.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

Mayor Vanni clarifies none of these are new appointments, just renewal,

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

2. Motion to approve the mayoral appointment of James Tobin to The Willowick Civil Service Commission for a 6-year term expiring on December 31, 2032.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

3. Motion to approve the mayoral appointment of Adam Fortney to the Willowick Planning Commission for a 3-year term expiring on December 31, 2029.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

4. Motion to approve the mayoral appointment of Jef Hren to the Willowick Planning Commission for a 3-year term expiring on December 31, 2029.

MOTION: Mr. Malta motions to approve. Ms. Antosh second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

5. Motion to approve the mayoral appointment of Karin Zito to the Willowick Recreation Board for a 3-year term expiring on December 31, 2029.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

6. Motion to approve the mayoral appointment of Rena Perchinske to the Willowick Recreation Board for a 3-year term expiring on December 31, 2029.

MOTION: Ms. Antosh motions to approve. Mr. Phares second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yes. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

7. Motion to approve the mayoral appointment of Nick Koudela to the Willowick Board of Zoning Appeals for a 3-year term expiring on December 31, 2029.

MOTION: Ms. Antosh motions to approve. Mr. McFarland second.

Mr. McFarland thanks Nick Koudela and Rich Hill for staying on the board for another term. They have had to handle some rather complex issues last time and they have done a lot of leg work that helps Council for solving these issues.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, ABSTAIN. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

8. Motion to approve the mayoral appointment of Rich Hill to the Willowick Board of Zoning Appeals for a 3-year term expiring on December 31, 2029.

MOTION: Ms. Antosh motions to approve. Mr. McFarland second.

Mr. Malta says he is thrilled they are all coming back.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor Vanni welcomes everyone back and wishes them a happy new year. He publicly thanks all of the people involved in his committee appointments. They do not get paid, it is volunteer, and he appreciates them. Currently they're working on budget stuff right now. Also, he thanks the Fire Department. On Christmas Eve, they went out with Royalview Elementary to help two needy families with food and gifts. Everyone in the City has done a good job with helping out those less fortunate. Lastly, he did request an executive session to discuss contract negotiations.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

No formal report. They have been out doing snow and ice removal. There is a bulk PO for salt from Morton. They are started to clean up after the holidays and getting into pothole season.

Recreation Director – Julie Kless

City Engineer – Tim McLaughlin

Nothing on the agenda tonight. Forestgrove Sewer is proceeding. They did initial steps for the sewers and got some materials ordered, but probably nothing substantial until spring. Lakeshore has about 30% work done with the culvert. Making good progress.

Mr. Shannon says the Lakeshore Blvd. Waterline project from the County will be commencing this week. Staging at Shoregate. Will start at Vine and Lakeshore now and work their way back.

Finance Director – Goran Vrhovac

A few items from him on the agenda. Open to questions.

Law Director – Mandy Gwirtz

Had an opportunity to speak with the attorney for the receiver of Shoregate Towers. Sale is expected to close within the next 30-60 days and will be able to begin work.

Police Chief – Rob Daubenmire

Has a few items on the agenda. One of which is for Flock Safety Cameras. The other is for a contract for communications. It is a renewal. He sent his report this afternoon, please reach out with any questions.

Fire Chief – Bill Malovrh

No report, but open for questions.

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)*

Jean Bowen, 472 E 319 st., says there is an older woman who lives on her street that she sees every couple of days. The week before last, she had been calling and she did not respond, nor to a knock on the door. Thursday night she called the police for a welfare check. They were there very promptly. The house was dark, but they were able to gain access. They found her on her bed only somewhat responsive and very confused. They determined she needed to go to the hospital. The paramedics took her. She was not in good shape. This week she has been checking on her. She wanted to let Council know that the police did not do any damage and made great decisions and the paramedics did a great job. She gives them a round of applause because who knows what could have happened next.

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Mohorcic, Antosh

Safety – Phares, Malta, McFarland

Mr. Phares says they may have the first use of the nuisance ordinance. He asks if Mayor or Law Director wants to say anything about 315 property.

Gwirtz says they have to send a letter to the property owner letting them know. When she spoke with the Mayor about it, she knew this property may be an item for this item they passed. It is a non-owner occupied home.

Ms. Antosh asks who sends the letter?

Gwirtz says it will either be the Mayor or herself.

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

Streets, Sidewalks & Sewers – Mohorcic, Bisbee, Malta

Tax Compliance – McFarland, Antosh, Phares

Moral Claims – Antosh, Phares, Koudela

Budget – Mohorcic, Koudela, Bisbee

Mr. Mohorcic says the budget meetings will be over two days- Feb. 3 and Feb. 4th. The 3rd is after a Council Meeting and the 4th will be at 6:00 p.m. Any questions please reach out to himself or the Finance Director.

LIAISON REPORTS

Planning – Phares/Alternate Antosh

Board of Zoning Appeals – McFarland/Alternate Koudela

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Ms. Bisbee says the Youth Basketball League will start practices this Saturday and run through the first week of March.

Plan Review Board – Antosh

FUND TRANSFERS & BID AUTHORIZATIONS

CONTRACT APPROVALS

INTRODUCTION & CONSIDERATION OF LEGISLATION

9. RESOLUTION NO. 2026-1:

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF WILLOUGHBY TO ADJUST THE APPORTIONMENTS AND COST ALLOCATIONS OF THE WILLOUGHBY MUNICIPAL COURT FOR THE PERIOD OF 2018 TO 2024 AND DECLARING AN EMERGENCY

MOTION: Ms. Antosh motions to suspend the rule requiring separate readings and readings in full. Ms. Bisbee second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

10. RESOLUTION NO. 2026-2:

A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE WILLOUGHBY EAGLES TO BE USED BY THE CITY OF WILLOWICK POLICE DEPARTMENT FOR THE PURCHASE OF A DRONE; AND DECLARING AN EMERGENCY

MOTION: Mr. Malta motions to suspend the rule requiring separate readings and readings in full. Ms. Bisbee second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

MOTION: Ms. Antosh motions to approve. Mr. McFarland second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

11. ORDINANCE NO. 2026-1:

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

MOTION: Ms. Antosh motions to suspend the rule requiring separate readings and readings in full. Mr. Phares second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

MOTION: Ms. Antosh motions to approve. Mr. Malta second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

12. First Reading 12/16/25, Item is on Second Reading:

ORDINANCE NO. 2025-59 (Amended):

AN ORDINANCE ENACTING CODIFIED ORDINANCE 133.51 IMPLEMENTING A PROGRAM TO RECOVER COSTS ASSOCIATED WITH THE DELIVERY OF PUBLIC SAFETY SERVICES BY THE MUNICIPALITY FOR EMERGENCY RESPONSE INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: TRAFFIC CRASH RESPONSE, GAS LINE REPAIR, UTILITY COMPANY WAIT TIME, ILLEGAL BURN, SEARCH AND RESCUE, STRUCTURE FIRES, HAZMAT RESPONSE, FALSE ALARMS, WATER RESCUE, MINING INCIDENTS AND PREPPING FOR CAREFLIGHT; ALL BEING PUBLIC SAFETY SERVICES THAT ARE REQUIRED DUE TO AN INDIVIDUAL'S NEGLIGENCE AND ARE BEYOND THE USUAL BASIC PUBLIC SAFETY SERVICES.

13. First Reading 12/16/25, Item is on Second Reading:

ORDINANCE NO. 2025- 53:

AN ORDINANCE AMENDING CHAPTER 133 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO TITLED “DEPARTMENT OF FINANCE”; SPECIFICALLY SECTION 133.17, TITLED “CHARGES FOR EMERGENCY MEDICAL SERVICE.”

MISCELLANEOUS

14. Motion to approve a purchase order in the amount of \$40,000 to Morton Salt for the purchase of bulk safety salt.

MOTION: Ms. Antosh motions to approve. Mr. Malta second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

15. Motion to Authorize the Mayor and/or Police Chief to Enter into an Agreement with Flock Group, Inc. to Provide Safety Hardware and Safety Products for a trial period of 90 days.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

16. Motion Authorizing the Mayor and/or Police Chief to enter into a service agreement with Communications Service to service the Willowick Police Department Radios and Radio Console for the monthly cost of \$530.40

MOTION: Mr. Malta motions to approve. Ms. Antosh second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

17. Motion Authorizing the Mayor and/or the Fire Chief to complete and authorize pre-award applications and conditions for a grant from the FY2026 Small County Volunteer Fire Department Grant Program from the State of Ohio for funding of firefighting gear.

MOTION: Mr. Malta motions to approve. Mr. McFarland second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

18. Motion authorizing the Mayor and/ or Fire Chief to apply for the Firehouse Subs grant for firefighter gear.

MOTION: Ms. Antosh motions to waive the Three Day Rule. Mr. Phares second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

MOTION: Ms. Antosh motions to approve. Ms. Bisbee second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

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)*

EXECUTIVE SESSION

Mr. Malta thanks the President of Toys for Tots who was able to help a few families this year. He wants to show Council what the warehouse looks like. He collects them all himself. He will remind everyone First of December this year. Hearts and Hammers Fundraiser is February 7th. Can get tickets from himself or Natalie.

Chief Daubenmire thanks the Resident, Jean, who spoke addressing the woman who needed rescued. If she had not intervened they would not be there.

19. Discussion of Collective Bargaining with the Law Director and Finance Director.

MOTION: Ms. Antosh motions to enter into executive session. Ms. Bisbee second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

Adjourned into Executive Session at 6:55 p.m.

CLOSE EXECUTIVE SESSION

MOTION: Mr. Malta motions to adjourn from executive session. Ms. Antosh second.

ROLL CALL: Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea.

Returned from Executive Session at 8:02 p.m.

ADJOURNMENT

Ms. Koudela calls for a Motion to Adjourn the Meeting.

MOTION: Ms. Antosh motions to approve. Mr. Malta second.

ROLL CALL: Bisbee, yea. Mr. Phares, yea. Mr. Malta, yea. Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea.

Motion carried. Meeting Adjourned at 8:03 p.m.

Clerk of Council

Council President

Date

TIMECLOCK Item #3.1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q055856

CONTRACT START DATE : 04/01/2026

CLIENT INFORMATION

Shipping Method:

Purchased for: Willowick Fire Department
 Bill To: Willowick Fire Department

Billing Address: 30435 Lake Shore Blvd
 Willowick, Ohio 44095
 United States

Billing Contact Name: Lisa Hudson

Billing Contact Email: lhudson@cityofwillowick.com

Billing Contact Phone: 4405851202

Contract Contact Name: Lisa Hudson

Contract Contact Email: lhudson@cityofwillowick.com

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 45	CREDIT CARD

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ALADTEC SUBSCRIPTION (ANNUAL)	\$81.12	71	RECURRING	\$5,759.55

QUOTE EXPIRATION DATE : 02/13/2026

SUBTOTAL	\$5,759.55
TAXES	\$0.00
GRAND TOTAL	\$5,759.55
CURRENCY	USD

SPECIAL TERMS: 5 YEAR RENEWAL AGREEMENT // PAID ANNUALLY // UPTO 71 USERS LICENSES // ADDITIONAL USERS TO BE CHARGED AT STANDARD LIST PRICE
 2026- 27: ALADTEC SUBSCRIPTION - \$5,759.55
 2027- 28: ALADTEC SUBSCRIPTION - \$5,759.55
 2028- 29: ALADTEC SUBSCRIPTION - \$5,759.55
 2029- 30: ALADTEC SUBSCRIPTION - \$5,817.15
 2030- 31: ALADTEC SUBSCRIPTION - \$5,933.49

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

RESOLUTION NO. 2026-3

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
MASTER AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES WITH VERDANTAS, LLC.

WHEREAS, the City of Willowick (“City”) desires to enter into an agreement with Verdantas, LLC (“Consultant”) to provide professional consulting and engineering services for the City; and

WHEREAS, the City and Consultant agree to the established terms, conditions, and compensation as provided in a Master Agreement for Professional Consulting Services;

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

Section 1. That the Mayor is hereby authorized to enter into a Master Agreement for Professional Consulting Services with Verdantas, LLC to provide professional consulting and engineering services for the City; said Agreement is attached to this Resolution as Exhibit 1.

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. That this Resolution shall be in full force and take effect immediately upon its adoption by Council and its approval by the Mayor, or at the earliest period allowed by law.

PASSED: _____, 2026

Monica Koudela, President of
Council

SUBMITTED to the Mayor for his
approval on _____, 2026

APPROVED by the Mayor on
_____, 2026

ATTEST:

Alyssa Moran, Clerk of Council

Michael J. Vanni, Mayor

**TASK ORDER
FOR
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 2026-01
PROJECT NAME: Retainer and General Services
PROJECT NO: N/A
CONTRACT NO: MSA City of Willowick 2026

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work:

- 1.0 The Firm shall be paid a Retainer of \$21,600.00 in equal monthly installments (\$1,800/month). For this Retainer, the Firm shall provide the following routine services
 - A. Verdantas shall perform all duties and functions of the City Engineer that are required to be conducted and assumed under the laws of the State of Ohio and the Charter and Ordinances of the City of Willowick, Ohio.
 - B. The attendance by the appointed City Engineer and/or a designated and qualified member of the Firm at Council meetings as necessary, Work Sessions of Council as necessary, and Plan Review Board as necessary.
 - C. Furnish advice and consultation to the City Officials, Mayor, and Directors as may be required from time to time and attend meetings of the Mayor and their staff upon request. Providing such consultation requires no preparation of detailed plans, estimates or field investigations.
 - D. Prepare estimated budgets of engineering and/or technical services in sufficient detail for review and approval.
 - E. Provide preliminary assistance in the preparation of applications for Financial Assistance in the form of preliminary estimates of construction cost and minor engineering details.
 - F. Provide periodic progress reports of projects under the Engineer's charge stating the condition of the same, together with any other matters of interest of same when required by the Mayor or Council.
 - G. Provide temporary storage for the CITY's maps, drawing, specifications, calculations, records and other materials relating to the ENGINEER's duties as City Engineer. The CITY at the Service Facility provides permanent storage.
- 2.0 The Firm shall perform specially authorized services which shall be performed by the Firm for the City only after such services have been specifically authorized by the City. These will be performed at hourly rates in accordance with the Section 6 of the Master Agreement for Professional Services:

- A. Preparation, maintenance and reproduction of specifications and standards for public utilities.
- B. Preparation, maintenance and reproduction of a comprehensive master plan for development of any public utilities.
- C. Attendance at additional public, legislative or administrative meetings or conferences.
- D. Furnishing of preliminary investigations, studies and reports, preliminary general plans, preliminary cost estimates and field investigation.
- E. Furnishing land surveys, establishment of boundaries and monuments, line, grade, topographic, easement and right-of-way field surveys and related office plotting of notes, computations, descriptions and drafting.
- F. Furnishing of line and grade surveys for the construction of public improvements.
- G. Furnishing of competent inspection and testing services.
- H. Furnishing the services of a qualified resident engineer to supervise, direct and coordinate any public improvement project or group of public improvement projects.
- I. Review and checking of all detailed construction drawings and all shop and erection drawings and other information submitted by contractors for compliance with design concept and requirements of the contract documents.
- J. Furnishing supplementary detailed working drawings, specifications and written instructions as may be necessary from time to time throughout the construction period to interpret the contract plans and documents and to resolve actual field conditions encountered.
- K. Computation and certification of the amount of special assessments for public improvements as may be required.
- L. Prepare reproducible copies of all drawings prepared for the City by the Firm and make said drawings available upon the request of the City.
- M. Furnishing of additional surveying, architectural or engineering services as may be authorized by the CITY and not specified elsewhere herein.
- N. Prepare estimates, specifications, bidding assistance and construction assistance for City street maintenance resurfacing and repair programs.
- O. Development and completion of special funding applications (grant or loan) for City infrastructure projects and/or projects or programs intended to support City departments or functions.

Attachments: Yes No

VERDANTAS PROJECT CONTACT: Tim McLaughlin, P.E.

CLIENT PROJECT CONTACT: Mayor Michael J. Vanni

This Task Order is hereby accepted and incorporated into the existing Contract:

VERDANTAS LLC

BY:

TITLE:

DATE:

CITY OF WILLOWICK

BY:

TITLE:

DATE:

(Please return one signed original to your Verdantas project contact and retain one signed original for your records).

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Consultant:

 Verdantas LLC

Client:

CITY OF WILLOWICK

WITNESSETH THAT:

WHEREAS, Client wishes to retain Consultant, both as identified above, to provide professional services as an independent contractor as outlined in Section 2 of this Master Agreement for Professional Consulting Services (this "Agreement"); and

WHEREAS, Client and Consultant, collectively the "**Parties**," and each individually a "**Party**," desire to establish terms and conditions applicable to every task order, work order, purchase order or other agreement concerning professional services ("**Services**") to be performed by Consultant on Client's behalf;

NOW, THEREFORE, in consideration of the promises, conditions, and agreements herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following definitions apply:

- 1.1. "**Agreement**" means this Master Agreement for Professional Consulting Services, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.
- 1.2. "**Claims**" means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney's fees and other legal fees and related legal expenses.
- 1.3. "**Proposal**" means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.
- 1.4. "**Services**" means the work performed or to be performed by Consultant, including temporary or supplemental staff as necessary, pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- 1.5. "**Site**" means any site upon which or in relation to which Services may be performed.
- 1.6. "**Task Order**" means a document by which Client authorizes Consultant to provide specific Services as set forth in a Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization,

Notice to Proceed, or other equivalent document.

- 1.7. **“Project”** means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.

2. Project Authorization and Contract Documents.

- 2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually-acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.
- 2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant’s Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently executed by both Parties shall control.
- 2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant’s estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client’s consent except pursuant to Section 13, below.
- 2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.

3. Term and Effective Date. The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and effect for a period of two (2) years or until (i) all Task Orders have been completed and all Consultant’s invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

4. Force Majeure.

- 4.1. Consultant’s fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant’s reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions (“**Force Majeure**”).
- 4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors’ personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client’s approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client’s expense.

5. Hazardous Substances; Reporting Obligations; General Risks.

- 5.1. *Unanticipated Hazardous Substances.*
 - A. Hazardous substances may exist at a site where there is no reason to believe that they are present (“**Unanticipated Hazardous Substances**”). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.
 - B. Client waives any claim against Consultant and agrees that Consultant shall not be liable for any Claim for

injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.

C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.

5.2. *Reporting Immediate Threats.*

A. In accordance with individual states' general laws and regulations, the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances that in Consultant's professional judgment pose an imminent threat to public health or the environment ("**Immediate Threat**"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.

B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.

C. Client acknowledges that Consultant's obligations under state laws and regulations may conflict with the interests of the Client. The Client shall not seek to hold Consultant liable in the event of any actual or alleged conflict between the interests of the Client and the requirements of the applicable state law and regulations. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.

5.3. *General Risks.* Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.

5.4. *Waste Containment.* If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos ("**Waste**") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees Consultant shall have no liability for any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

6. Labor Rates.

- 6.1. Fees for services provided by the Consultant under this Agreement shall be performed as authorized by Client based on a written Task Order, Purchase Order or Work Authorization request. Services for specific tasks or capital improvement projects shall only proceed upon written authorization in one of the following methods or a combination thereof:
 - 6.2. Lump Sum Fee. Under a lump sum method, an authorization would be made based on a proposal or work authorization request prepared for the task. This would be invoiced monthly or as otherwise pre-determined based on the percentage of work completed. All labor rates are subject to periodic adjustment by Consultant. If labor rates are not stated in the Proposal, Consultant's standard labor rates in effect at the time Services are performed shall apply.
 - 6.3. Hourly Fee. Under an hourly method, an authorization would be made based on an estimated hourly fee proposal or work authorization request prepared for the task. This would be paid on an hourly basis calculated as payroll cost times a multiplier of 2.0 for various classifications of personnel utilized. Payroll cost is defined as salaries and wages of personnel plus a percentage of same for customary and statutory benefits including, but not limited to, social security, unemployment, workers compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. The percentage to be used in calculating payroll costs is agreed to be 55.0% in 2026; 60.0% for 2027.
 - 6.4. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge of 15% will be added to all subcontractor or subconsultant expenses.

7. Invoices and Payments

- 7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant's receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.
- 7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "**Opinions of Probable Cost**"). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.
- 7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

8. Termination.

- 8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party's business, property or assets in a manner that affects or could affect the Party's ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.
- 8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business

days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.

8.3. Client may terminate the Agreement for its convenience upon five (5) business days' written notice to Consultant, in which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

9. Insurance.

9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

TYPE	LIMITS
Worker's Compensation	Statutory Limit
Employer's Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
Automobile Liability , including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions)	\$5,000,000
Per Claim Aggregate	\$5,000,000
Contractor's Pollution Liability Coverage	\$5,000,000
Per Claim Aggregate	\$5,000,000
Excess Liability (Umbrella Form)	\$5,000,000

9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

10. Indemnification; Limitation of Liability.

10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually and collectively, "**Client Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.

10.2. Consultant shall not be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("**Pre-Existing Condition**"), and Client agrees that Consultant shall have no liability for Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.

10.3. Neither Party shall be liable to the other, including without limitation, insurers, for any lost, delayed, or diminished profits, revenues, business opportunities or production or for any incidental, collateral, special, indirect, punitive, exemplary, financial, consequential, or economic losses or damages of any kind or nature whatsoever, however caused regardless of whether the Client Indemnitee or Consultant Indemnitee, as applicable, knew or should have known of the possibility of such losses or damages.

10.4. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

11. **Standard of Care.** Consultant's Services shall be performed using the degree of care and skill ordinarily exercised by other members of the engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

12. Client Responsibilities.

12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:

- A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant's and its subcontractors' equipment and vehicles.
- B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant's Services or are necessary to enable Consultant to perform the Services.
- C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client agrees that Consultant shall not be liable for any harm, injury, or damages arising out of or related to contact with such hazards.
- D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.
- E. All information related to the Services in Client's possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

12.2. Site Access.

- A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.
- B. Client acknowledges that Consultant's ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client's actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant's Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.
- C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete. Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

13. Change Orders.

- 13.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("Change"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.
- 13.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.

14. Notices and Authorized Representatives.

- 14.1 Notices. Any and all notices required or permitted under or in connection with this Agreement shall be made in writing by the notifying Party upon the Authorized Representative of the notified Party as identified, below. Each such Notice shall be delivered by Registered United States mail or via a prepaid overnight courier service providing evidence of receipt.
- 14.2 Project Communications. Any project communications, except for Notices made in accordance with Paragraph 14.1, above, and including but not limited to those made: by United States mail, via email, by

telephone, Teams, Zoom or similar internet-based communications platform, by text (sms), or by facsimile shall be directed to Authorized Representative of the receiving Party, unless directed otherwise in writing by the Authorized Representative of the receiving Party.

14.3 Authorized Representatives. The name and contact information of the Authorized Representative designated by each Party is set forth below. Each Party may change its Authorized Representative by providing prior written Notice to the other Party. The Authorized Representatives of the Parties may, by prior written agreement, designate other individuals within their respective organizations to receive or provide identified routine communications such as invoicing or accounts payable/receivable, on-site project coordination, or to address a particular technical or administrative issue.

Authorized Representative of Consultant is:

Name:

Title:

Address:

Email:

Office Phone:

Mobile Phone:

Authorized Representative of Client is:

Name:

Title:

Address:

Email:

Office Phone:

Mobile Phone:

15. **Use of Name.** Client authorizes Consultant to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.

16. **No Third-Party Reliance.** Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant's work product to any third party, and no third party will have the right to rely on the Services or Consultant's Work Product. If a court determines, notwithstanding this Section 16, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees Consultant shall have no liability for Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant's prior express written consent.

17. Work Product.

17.1. Client agrees that Consultant shall retain ownership rights in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know- how and all other information prepared, developed, or furnished by or on behalf of Consultant ("Work Product"). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Consultant prior to its commencing

performance of the Services or developed by Consultant outside the scope of the Services.

18. Severability. If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.

19. Governing Law; Conflict Resolution.

- 19.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.
- 19.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.
- 19.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either: (i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or (ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.
- 19.4. As to any dispute involving Client or the subject matter of the Services in which Consultant is either not a named party or not at fault, Client shall reimburse Consultant for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Consultant's personnel spent in responding, defending, or participating in subpoenas, depositions, examinations, appearances or production of documents/records.

20. Miscellaneous.

- 20.1. *Interpretation.* Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.
- 20.2. *Non-solicitation.* During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.
- 20.3. *Subcontracts.* Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.
- 20.4. *Entire Agreement.* The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.
- 20.5. *Waiver; Amendment.* A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.

- 20.6. *Survival.* Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.
- 20.7. *Language.* Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.

IN WITNESS WHEREOF, each Signatory hereto, by affixing their signature below, agrees to and accepts the terms and conditions set forth herein and represents that they are authorized to execute this Agreement on behalf of their respective Party.

CLIENT:

By: _____

Name: Michael J. Vanni _____

Title: Mayor/Safety Director _____

Date: _____

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

ORDINANCE NO. 2026 - 2

AN ORDINANCE TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM The General Fund (101); The Sewer Revenue Fund (205); Fire Emergency Rescue Fund (208); FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

e

SECTION 1. Be it ordained by the Council of the City of Willowick, State of Ohio, that to provide for the current expenses and other expenditures of said City of Willowick during the calendar year ending December 31, 2026, that the following sums be and they are hereby set aside and appropriated as follows:

SECTION 2. That there be appropriated from the General Fund:

GENERAL FUND**Fire Department**

Insurance	101.102.5330	59.00
		59.00

Recreation Department

Insurance	101.303.5330	21,137.00
Wages-Overtime	101.303.5199	800.00
		21,937.00

Administrative support

Insurance	101.711.5330	16,929.00
Professional Services	101.711.5319	10,000.00
		26,929.00

TOTAL GENERAL FUND: **48,925.00**

SECTION 3. That there be appropriated from the Sewer Revenue Fund:

Sewers Department

Insurance	205.503.5330	14,124.00
		14,124.00

TOTAL Sewer Revenue Fund: **14,124.00**

SECTION 4. That there be appropriated from the Fire Emergency Rescue Fund:

Fire Department

Insurance	208.102.5330	12,963.00
		12,963.00

TOTAL Fire Emergency Rescue Fund: **12,963.00**

TOTAL ALL FUNDS **76,012.00**

SECTION 5. That the Finance Director is hereby authorized to make expenditures or payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefore, approved by the Board of Officers authorized by law to approve the same, or an Ordinance or Resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 6. 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 7. That the Clerk of Council be and she is hereby requested to deliver a certified copy of this Ordinance to the Lake County Auditor.

SECTION 8. That this Ordinance is hereby declared and determined to be an emergency measure necessary for the preservation of the public peace, health and safety of said City for the reason that immediate provision must be made for the appropriation herein provided for and it shall, therefore, be in effect immediately upon its approval by the Mayor of the City.

PASSED: _____, 2026

Submitted to the Mayor for his approval
on _____, 2026

Council President

Approved by the Mayor on
_____, 2026

ATTEST:

Clerk of Council

Mayor

Ohio Cyber Range Institute Memorandum of Understanding with Ohio-Persistent Cyber Improvement Partners

This Memorandum of Understanding (“MOU”), effective the date last signed below, is entered into by and between the University of Cincinnati, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code, on behalf of The Ohio Cyber Range Institute (“OCRI”), and _____ [Partner’s Name] (the “Partner” and, when referencing below all who sign on to be involved in the program, “Partners”), a local government entity within the State of Ohio.

Whereas the Ohio Persistent Cyber Improvement (“O-PCI”) program is offered by the Ohio Cyber Range Institute for local government entities in the State of Ohio to provide cutting edge cybersecurity education and training to their staff, with the goal of improving their cybersecurity posture.

In consideration of the benefit of using the OCRI and facilities as described herein, OCRI and Partner agree as follows:

1. The purpose of this MOU is to provide access to free cybersecurity training to any Ohio local government entities via the O-PCI program (“Purpose”). The OCRI shall provide each Partner guidance through three cybersecurity preparedness levels called Gateways. Each level will consist of a five-step process for cybersecurity advancement including: education, training, exercising, mentoring, and improvement.
2. The OCRI, through the O-PCI program, will:
 - a. Deliver education and training both in-person or virtual to all Partners;
 - b. OCRI will deliver the following training as part of Gateway 1: Cyber Mindfulness, Cybersecurity 101, Cybersecurity Frameworks Introduction, Risk Management, Vulnerability Management, Organizational & Third-Party Security, and Network Control Systems. Gateways 2 and 3 will be developed upon completion of Gateway 1 by all Partner’s personnel and executives;
 - c. Coordinate tabletop exercises (“TTXs”) and after-action reviews;
 - d. Provide continuous mentorship and guidance to all Partners;
 - e. Open the Ohio Cyber Range to Partners; and
 - f. Provide other services as determined by the OCRI staff.
3. The Partner will utilize their best efforts to:

- a. Support the OCRI staff prior to, during, and after the provision of the cybersecurity preparedness levels and the process for cybersecurity advancement;
- b. Provide necessary information to OCRI on cybersecurity posture to tailor delivery of education and training modules;
- c. Provide meeting space for in-person logistical meetings or training sessions;
- d. Actively participate in the education, training, exercising, and mentoring conducted by the OCRI staff;
- e. Require completion of O-PCI modules by General, IT, Managerial, and Executive Staff in the agreed upon timeline. Please note that timelines will be variable and negotiated for each organization that participates, based on their size and cybersecurity posture;
- f. Implement the guidance, training, mentoring, and improvement suggested by the OCRI staff;
- g. Keep the OCRI staff informed of changes of personnel, equipment, and other conditions within their jurisdiction that could have any impact on the provision of the services listed in paragraph 2;
- h. Endeavor to make and keep its personnel and executives available and cooperating with the OCRI staff and to ensure individual participants complete training within the O-PCI Learning Management System (“LMS”) as assigned;
- i. Respond to e-mails and phone calls from the OCRI Point of Contact (“POC”) within two (2) business days;
- j. Maintain weekly virtual or phone meetings between the organization POC and the OCRI POC;
- k. Screen and supervise their participants engaged in this program;
- l. Maintain an accurate and up-to-date roster of eligible personnel and executive for the OCRI staff;
- m. For county Partners: Serve as the lead organization in your county, encouraging involvement with other local government entities within that county who are participating in the program;
- n. For non-county Partners: Coordinate with the lead county government where they are located to share expectations, information, and timelines, when appropriate; and
- o. Negotiate and obtain any labor union acceptance of this MOU.

4. a. Any OCRI training or related training materials received by Partner or Partner Personnel (hereinafter defined) under this MOU is considered “Confidential Information,” including but not limited to exercise information, data, documents, standard operating procedures, tactics, techniques, and procedures, technical specifications and operations of the O-PCI program or the Ohio Cyber Range, information on gaining access to and operations on the LMS or the Ohio Cyber Range. Partner agrees that for ten (10) years following the date of last signature of this MOU (the “Effective Date”), Partner shall not disclose Confidential Information except to Partner employees, agents, subcontractors, or

others operating under this MOU on behalf of Partner (collectively, "Partner Personnel") who have a bona fide need to know for the Purpose and who Partner has ensured have acknowledged the requirements hereunder by requiring such Partner Personnel to sign an Ohio Cyber Range Institute Non-Disclosure Agreement ("NDA") acknowledgment, a copy of which is attached hereto as Exhibit A. Disclosure of Confidential Information shall not be precluded to the extent that:

1. Confidential Information was known to the recipient from sources other than the originator prior to its disclosure hereunder, and this is demonstrably documented in written records made by recipient prior to disclosure hereunder; or
2. Confidential Information in fact is public knowledge prior to or after its disclosure, other than through acts or omissions attributable to the recipient; or
3. Confidential Information was disclosed to the recipient by a third party who did not derive such information from the originator; or
4. Confidential Information is required by law or court order to be disclosed.

b. Should Partner receive a court order, valid subpoena, or other legally binding request to disclose Confidential Information, including a request under the Ohio public records act (Ohio Revised Code §149.43), to the extent permitted by law, Partner shall promptly take reasonable steps to notify OCRI upon the discovery of such request and before any Confidential Information is disclosed. Partner understands that OCRI may seek limitation or protection from the order demanding disclosure. Partner shall disclose only such Confidential Information as is required to comply with such request or as required by law.

5. Partner shall maintain a copy of any Exhibit A NDA signed by Partner Personnel, which shall be provided to OCRI upon request. Partner shall, to the extent allowed by law, be responsible for any damages arising or resulting from a breach of this MOU by Partner or Partner Personnel.
6. Partner acknowledges that OCRI will collect observational data during the Partner's participation of the O-PCI program, including but not limited to:
 - a. Personnel personally identifiable information including first name, e-mail, title, relevant role at Partner;
 - b. Personnel performance information as it relates to the O-PCI program;
 - c. Information on third-party vendors used for cybersecurity services by Partner;
 - d. Cybersecurity policies, frameworks, and procedures used by Partner and how they are used; and
 - e. An inventory of physical and digital assets used by Partner.
7. Partner acknowledges and agrees that any such observational data OCRI gathers from any activity performed or conducted under this MOU may be anonymized and used by OCRI

for any lawful purpose, including but not limited to academic research, education and publication.

8. Partner agrees to provide complete contact information for a primary and secondary point of contact having the authority to act on any and all matters related to Partner's participation in the O-PCI, including managing completion of O-PCI Gateways and all other coordination by completing Exhibit B, which is attached hereto and incorporated herein.
9. This MOU shall be governed by, construed, and interpreted according to the laws of the State of Ohio. The parties agree that any disputes arising out of or under this MOU shall be litigated in the Ohio Court of Claims.
10. Any issues between the Partner and OCRI will be brought to the other party's attention as soon as practicable for resolution prior to commencement of any legal action. However, nothing in this MOU shall limit a party's right to seek injunctive relief at any time.
11. This MOU constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements between the parties regarding the referenced subject matter. This MOU may be executed in one or more counterparts, each of which counterpart shall be deemed an original agreement and all of which shall constitute but one agreement. The failure of either party to assert a right under this MOU or to insist upon compliance with any term or condition of this MOU shall not constitute a waiver of that right. In the event any provision of this MOU shall be illegal or otherwise found unenforceable by any court, such provision shall be severed, and the balance of the MOU shall continue in full force and effect. The parties agree that this MOU may be executed and transmitted electronically, and a facsimile or signed electronic copy shall be as enforceable as an original.
12. This MOU may be modified or extended only by written agreement signed by both parties.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

For the Partner

Signer's Name: _____

Title: _____

E-mail: _____

Telephone number: _____

Dated: _____

University of Cincinnati, For OCRI

Signer's Name: _____

Title: _____

E-mail: _____

Telephone number: _____

Date: _____

Exhibit A - Ohio Cyber Range Institute Non-Disclosure Agreement**Ohio Cyber Range Institute Non-Disclosure Agreement (NDA)**

This is an acknowledgment of the confidentiality provisions included in the MOU between _____ (“Partner”), and the University of Cincinnati on behalf of the Ohio Cyber Range Institute (“OCRI”).

1. I acknowledge the obligations contained in MOU to participate in the Ohio Persistent Cyber Improvement (“O-PCI”) program, to use the Ohio Cyber Range (“OCR”) or both under the auspices of the OCRI for exercise, training, validation, or any other lawful purpose as a participant in the O-PCI program.
2. I acknowledge that I will not disclose in any way outside of my duties with and for the O-PCI program any Confidential Information obtained while participating in the O-PCI program and using the Ohio Cyber Range.
3. I hereby agree that I will utilize every effort not to divulge Confidential Information to anyone outside of the OCRI, O-PCI program, and Partner unless:
 - (a) I have officially verified that the recipient has been properly authorized by the OCRI, O-PCI, and Partner to receive Confidential Information; or
 - (b) I have been given prior written notice of authorization from the OCRI that such disclosure is permitted; or
 - (c) that Confidential Information was known to Partner from sources other than the originator prior to its disclosure hereunder, and this is demonstrably documented in written records made by Partner prior to disclosure hereunder; or
 - (d) that Confidential Information in fact is public knowledge prior to or after its disclosure, other than through acts or omissions attributable to Partner; or
 - (e) that Confidential Information was disclosed to Partner by a third party who did not derive such information from the originator; or
 - (f) that Confidential Information is required by law or court order to be disclosed.
4. I understand that if anyone in Partner is uncertain about the classification status of information, I or a properly designated person is required to confirm from an authorized OCRI official that the information is not confidential before it is disclosed, except to a person as provided above.
5. I acknowledge that I will be responsible to Partner for any breach of confidentiality terms of the MOU.
6. I understand that the OCRI may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I acknowledge that for 10 years or unless and until I am released in writing by an authorized representative of the OCRI that all conditions and obligations imposed upon Partner by the MOU shall apply.

By my signature, I have read and understood the obligations hereunder:

Signature

Date

Printed Name

Title/Relationship to Partner

Email

Exhibit B - Contact Information for Partner

Partner's Primary POC Name: _____

Position: _____

Address: _____

Telephone number: _____

E-mail address: _____

Fax number: _____

Partner's Secondary POC Name: _____

Position: _____

Address: _____

Telephone number: _____

E-mail address: _____

Fax number: _____

RESOLUTION NO. 2026-4

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF CINCINNATE ON BEHALF OF THE OHIO CYBER RANGE INSTITUTE TO PROVIDE CYBERSECURITY EDUCATION AND TRAINING TO THE CITY OF WILLOWICK EMPLOYEES

Whereas, the State of Ohio enacted statewide cybersecurity standards codified as Ohio Revised Code § 9.64, that officially took effect on September 30, 2025, and mandates that all political subdivisions, including municipalities, adopt formal cybersecurity programs.

Whereas, this Council agrees that necessary employee training is needed to fully comply with the State's cybersecurity mandates.

Whereas, the Ohio Persistent Cyber Improvement ("O-PCI") program is offered by the Ohio Cyber Range Institute for local government entities in the State of Ohio to provide cutting edge cybersecurity education and training to their staff, with the goal of improving the cybersecurity posture.

Now therefore, be it resolved by the City Council of the City of Willowick, Ohio, as follows:

Section 1. The City of Willowick hereby authorizes the Mayor to enter into a Memorandum of Understanding with the University of Cincinnati on behalf of The Ohio Cyber Range Institute to provide cybersecurity education and training to city employees, a copy of said Memorandum of Understanding is being attached hereto, marked Exhibit "1", and incorporated herein as if fully rewritten.

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. That this Resolution shall be in full force and take effect immediately upon its adoption by Council and its approval by the Mayor, or at the earliest period allowed by law.

PASSED: _____, 2026

Monica Koudela, President of
Council

SUBMITTED to the Mayor for his
approval on _____, 2026

APPROVED by the Mayor on
_____, 2026

ATTEST:

Alyssa Moran, Clerk of Council

Michael J. Vanni, Mayor

ORDINANCE NO. 2025- 53 (AMENDED)

AN ORDINANCE AMENDING CHAPTER 133 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO TITLED "DEPARTMENT OF FINANCE"; SPECIFICALLY SECTION 133.17, TITLED "CHARGES FOR EMERGENCY MEDICAL SERVICE."

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

Section 1. That Chapter 133 of the Codified Ordinances of the City of Willowick, Ohio, titled, "Department of Finance"; specifically, Section 133.17, titled "CHARGES FOR EMERGENCY MEDICAL SERVICE," is hereby amended to read and provide as follows:

133.17 CHARGES FOR EMERGENCY MEDICAL SERVICE.

- (a) *The Director of Finance is hereby authorized to institute a charge for emergency medical service in the following scheduled amounts for each emergency medical service performed:*
 - (1) *Basic life support services - \$1000.00*
 - (2) *Advanced life support services, Level I -\$1,000.00;*
 - (3) *Advanced life support services, Level II -\$1,100.00;*
 - (4) *Mileage-\$17.00 per mile.*
 - (5) *Drone Services (non-resident) - \$43.19 per hour.*

Section 2. That the existing Section 133.17 of the Codified Ordinance is hereby repealed in that said Section is superseded by this legislation.

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

Section 4. This Ordinance shall be in full force and take effect immediately upon its passage by Council and its approval by the Mayor, or at the earliest period allowed by law.

Adopted by Council _____

Monica Koudela, Council President

Submitted to the Mayor: _____

Approved by the Mayor: _____, 2025

Michael Vanni, Mayor

ATTEST: _____
Alyssa Moran, Clerk of Council

Amended Cost Schedule for Safety Services Incidents

ON SCENE TIME	15min	30min	45min	60min	75min	90min
Engine Companies	\$734	\$748	\$761	\$775	\$788	\$803
Rescue Vehicles	\$721	\$723	\$724	\$725	\$726	\$728
EMS Vehicle/Non Trans	\$724	\$726	\$730	\$734	\$739	\$743
Ladder Towers	\$748	\$775	\$801	\$828	\$855	\$881
Pumper	\$584	\$598	\$611	\$638	\$639	\$653
HazMat	\$734	\$754	\$775	\$795	\$815	\$835
Brush Truck	\$300	\$321	\$342	\$363	\$384	\$402
Firefighters	\$13	\$25	\$38	\$50	\$63	\$75
EMT	\$15	\$30	\$45	\$60	\$75	\$90
Shift Supervisors	\$18	\$35	\$53	\$70	\$88	\$105
LTSI Asst Chief	\$20	\$40	\$60	\$80	\$100	\$120
Chief	\$25	\$50	\$75	\$100	\$125	\$150

ORDINANCE NO. 2025-59 (Amended)

AN ORDINANCE ENACTING CODIFIED ORDINANCE 133.51 IMPLEMENTING A PROGRAM TO RECOVER COSTS ASSOCIATED WITH THE DELIVERY OF PUBLIC SAFETY SERVICES BY THE MUNICIPALITY FOR EMERGENCY RESPONSE INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: TRAFFIC CRASH RESPONSE, GAS LINE REPAIR, UTILITY COMPANY WAIT TIME, ILLEGAL BURN, SEARCH AND RESCUE, STRUCTURE FIRES, HAZMAT RESPONSE, FALSE ALARMS, WATER RESCUE, MINING INCIDENTS AND PREPPING FOR CAREFLIGHT; ALL BEING PUBLIC SAFETY SERVICES THAT ARE REQUIRED DUE TO AN INDIVIDUAL'S NEGLIGENCE AND ARE BEYOND THE USUAL BASIC PUBLIC SAFETY SERVICES.

WHEREAS, the Municipality's public safety service departments continue to respond to an ever increasing number of emergency and potential emergency events each year; and

WHEREAS, in addition to the ever increasing number of events each year, more and more regulations are being implemented regarding training and equipment, also increasing and placing additional demands on how public safety services must be performed; and

WHEREAS, maintaining an effective response time and meeting all training and equipment regulations are in the public benefit ultimately decreasing insurance company costs by saving lives and minimizing property damage; and

WHEREAS, residents of the Municipality, and employees of the Municipality and their dependents, pay taxes to the Municipality in the form real estate and other income taxes; and

WHEREAS, increasing these taxes to residents and employees and their dependents would be unfair in light of the ever increasing number of public safety services which are often rendered to individuals not owning property or paying taxes to the Municipality; and

WHEREAS, the Municipality's Council desires to implement a fair and equitable procedure by which to recover costs associated with public safety services rendered to and shall establish a process to recover the costs for providing these public safety services.

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

SECTION 1. That Ordinance 133.51 Recovery Costs for Public Safety Services provided to shall be enacted as set forth in Exhibit "A", attached hereto and incorporated herein by reference, and shall be effective upon passage. The costs imposed for public safety services shall be that which are the usual, customary and reasonable costs (UCR), which shall include costs for any service, personnel, supplies, equipment and management. It is anticipated that these costs will vary based on the actual cost of the individual events and public safety services so rendered.

SECTION 2. The costs shall be charged to the responsible or at fault person and filed with their insurance carrier as a claim for negligent acts, damages of vehicles, property and/or injuries. In the event that an insurance company declines payment or the negligent at fault person is uninsured, the negligent at fault party will be held financially responsible.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

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

Adopted by Council _____

Monica Koudela, Council President

Submitted to the Mayor: _____

Approved by the Mayor: _____, 2025

Michael Vanni, Mayor

ATTEST: _____

Alyssa Moran, Clerk of Council



SLE TECHNOLOGIES, INC.

SLE Technologies, Inc.
P.O. Box 83 | 212 N. Main Street
317.326.5550
Maxwell IN 46154

PROPOSAL

DATE	EXPIRATION	ESTIMATE #
9/3/2025	10/31/2025	1087336
ORDERED BY		P.O. #

BILL TO	SHIP TO
Russell Tenerove OH - City of Willowick 31230 Vine Street Willowick Ohio 44095 United States	Russell Tenerove OH - City of Willowick 31230 Vine Street 440-585-0963 Willowick Ohio 44095 United States

Scope of Work

New Equipment Sale As Follows:

Deliver one set of 4 Stertil-Koni 1064 mobile columns, 14,000lbs per column.

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
ST-1064-2FWA	Set of 4 - 56,000lbs capacity, 24 volts DC, control box on every column. Adj. forks.	1.00	47,499.00	47,499.00
Mobile column freight	Freight for mobile columns	1.00	1,800.00	1,800.00

SUBTOTAL	49,299.00
TOTAL USD	49,299.00

We impose a surcharge of 3.5% on the all transactions processed using a credit card. Please note this charge is for payment by credit/debit card only. You have the option to pay by check or cash without any additional fee.

Due to the unpredictable nature of tariffs, estimates DO NOT include potential tariff costs. Orders may incur additional charges for tariffs imposed after the order is placed.

Approved By _____
Date of Acceptance _____

GLMS

GREAT LAKES MECHANICAL SERVICE

PO Box 5066, Cleveland OH 44101
service@greatlakesmechanicalservice.com

PREVENTIVE SERVICE AND MAINTENANCE AGREEMENT

Presented to

HVAC EQUIPMENT LOCATION



City of Willowick
31230 Vine St
Willowick, Ohio 44095

PRESENTED BY

Jim Washinski
President

GREAT LAKES MECHANICAL SERVICE
3133 CHESTER AVE
CLEVELAND, OHIO 44114
GREATLAKESMECHANICALSERVICE.COM
Jwashinski@greatlakesmechanicalservice.com



We are pleased to provide a proposal for the preventative maintenance service work for your facility. (2) Semi Annual maintenance visits, Condenser coil cleanings done one time a year, belts and filters changed quarterly on RTU's. Additional service will be billed at time and material rate.

LOCATIONS:

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

EQUIPMENT LIST

Qty.	Building	Location	Component	Model
1	MUNICIPAL CENTER	SOUTH SIDE OF GROUND	POLICE DISPATCH	130722DA4F
1	MUNICIPAL CENTER	DISPATCH CEILING	POLICE DISPATCH	12A00545T
1	MUNICIPAL CENTER	ROOF	ROOFTOP COOLING UNIT	C11C01603
1	MANRY RECREATION	ROOF	GYM MUA UNIT	M6651-HV1
1	MANRY RECREATION	ROOF	RTU HVAC UNIT	P26104178D
1	MANRY RECREATION	ROOF	CONDENSING UNIT #1	2507G40054
1	MANRY RECREATION	ROOF	CONDENSER #2	2507G40053
1	FIRE DEPT	DAY RM CEILING	LUNCHROOM FURNACE	BHYPO14234
1	FIRE DEPT	LOCKER RM CEILING	DORM RM FURNACE	BHYP017861
1	FIRE DEPT	LAUNDRY RM CEILING	CLASSRM FURNACE	BHYP016219
1	FIRE DEPT	FILE RM CEILING	OFFICE FURNACE	BCYP024101
1	FIRE DEPT	BAY	HEATER	
1	FIRE DEPT		AC UNIT	4A7C4048A4000AA
1	FIRE DEPT		AC UNIT	4TTA3036B4000AA
1	FIRE DEPT		AC UNIT	27AC3048A4000AA
1	FIRE DEPT		AC UNIT	H2CB048S46A
1	SERVICE DEPT	ROOF	HVAC UNIT#1	N29102592D
1	SERVICE DEPT	ROOF	HVAC UNIT #2	N262JH41H
1	SERVICE DEPT	ROOF	HVAC UNIT #3	N262PTW1H
1		Dudley Field House	Furnace	
1		Dudley Field House	AC UNIT	GSX130481BH
		Dudley Field House	AC UNIT	GSX130481BH
		POOL MANRY	POOL HEATER	MT14001N09C19NJP
	COMMUNITY BLDG	MAIN UNIT	ROOFTOP UNIT	YSJ240A3SAH024D
6	SENIOR CENTER	EACH Room	HEAT/ A/C	VARIOUS



COMPREHENSIVE ANNUAL INSPECTION-COOLING General Assembly

- Ø Sign in with the on customer.
- Ø Visually inspect for leaks and quote repairs if needed.
- Ø Check the sheaves and pulleys for wear and alignment.
- Ø Verify clean condenser and evaporator. Ø Verify clean evaporator fan.
- Ø Verify clean air filters.
- Ø Verify proper damper operation.
- Ø Check mechanical linkages for wear, tightness, and clearances.
- Ø Check the operation and setup of the main logic module.
- Ø Check the VFD, if applicable.
- Ø Verify the starter operation.
- Ø Verify smooth operation of the compressors and fans.
- Ø Cleanup unit and work area. Controls And Safeties
- Ø Verify the operation of the discharge air temperature control device.
- Ø Verify the operation of the mixed air temperature control device.
- Ø Test the operation of the low evaporator pressure safety device.
- Ø Test the operation of the low temperature safety device.
- Ø Test the operation of the low oil pressure safety device, if applicable.
- Ø Verify the operation of the static pressure control. Lubrication
- Ø Lubricate damper bearings, if applicable.

Controls And Safeties

- Verify the operation of the discharge air temperature control device.
- Verify the operation of the mixed air temperature control device.
- Test the operation of the low evaporator pressure safety device.
- Test the operation of the low temperature safety device.
- Test the operation of the low oil pressure safety device, if applicable.
- Verify the operation of the static pressure control.

Lubrication

- Lubricate damper bearings, if applicable.
- Lubricate motor bearing, if applicable.
- Lubricate fan bearings.
- Check oil level in the compressor(s), if applicable.



ROOFTOP UNIT/CONDENSERS/CHILLERS

Motor And Starter

- Disable starter per lockout/tagout procedures.
- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s).
- Verify the tightness of the compressor motor terminal connections.
- Verify the operation of the compressor oil heater(s).
- Provide a written report of completed work and indicate any uncorrected deficiencies detected.

RUNNING COOLING INSPECTION

- Report in with the client's representative.
- Check the general condition of the unit.
- Log the operating condition after system has stabilized.
- Verify the operation of the control circuits.
- Analyze the recorded data.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

COMPREHENSIVE ANNUAL INSPECTION-GAS HEATING

- Report in with the client's representative.
- Visually inspect the heat exchanger.
- Inspect the combustion air blower fan, and clean, if required.
- Lubricate the combustion air blower fan motor, if applicable.
- Verify the operation of the combustion air flow-proving device.
- Test the operation of the high gas pressure safety device, if applicable.
- Test the operation of the low gas pressure safety device, if applicable.
- Verify the operation of the flame detection device.
- Verify the integrity of the flue system.
- Verify the operation of the operating controls.
- Verify the burner sequence of operation.
- Verify proper gas pressure to the unit.



ROOFTOP UNIT

RUNNING HEATING INSPECTION

- Sign in with the on-site customer.
- Verify smooth operation of the fans.
- Check the belts for tension, wear, cracks, and glazing.
- Verify clean air filters.
- Verify proper operation of the heating section.
- Verify the operation of the temperature controls.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

SPLIT SYSTEM

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- Sign in with the on site customer
- Visually inspect for leaks and quote repairs if needed
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Visually inspect the condenser for cleanliness.
- Inspect pulleys and sheaves for wear and alignment.
- Check belts for tension, wear, cracks, and glazing.
- Verify clean evaporator coil, fan wheels, and condensate pan.
- Clean and flush the condensate drain.
- Verify clean air filters.
- Clean the humidifier.
- Verify proper operation of the humidifier.
- Verify proper operation of the heating system (re-heat).
- Check condenser fans for cracks, if applicable.
- Cleanup unit and work area.

Controls And Safeties

- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify the working condition of all indicator/alarm lights.
- Test the low evaporator pressure safety device.
- Test the high condenser pressure safety device.
- Verify proper operation of the temperature controls.
- Verify proper operation of the humidity controls.
- Lubrication.
- Check the oil level in the compressor, if applicable.
- Test the oil for acid content and discoloration. Make recommendations.

GLMS

GREAT LAKES MECHANICAL SERVICE

Disable starter per lockout/tagout procedures.

Clean the starter and cabinet.

Inspect wiring and connections for tightness and signs of overheating and discoloration.

Check the condition of the contacts for wear and pitting.

Check the contactors for free and smooth operation.

Check the tightness of the motor terminal connections.

Meg the compressor motor(s) and record readings.

Verify the operation of the electrical interlocks.

Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

AIR FILTER INSPECTION

The Service Company will furnish filter inspections during the operating season for the air

handling units under this Service Agreement as indicated below:

Report in with the client's representative.

Remove dirty disposable filters.

Install proper type and size disposable filters per air flow markings.

Verify spacers are in place if needed.

Clean filter section of debris.

Dispose of old filters per Service Agreement.

Provide written report of completed work.

AIR COOLED CONDENSER COIL CLEANING

Great Lakes Service will clean coils annually under this Service Agreement as indicated below:

Report in with the client's representative.

Disable unit per lockout tagout procedures.

Clean air-cooled condenser coils using pressurized water (Opposite path of air).

Enable unit.

Cleanup work area.

Provide a written report of completed work

BELTS

Great Lakes Service will check the belts once per year and will change as needed under this Service Agreement.

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GREAT LAKES MECHANICAL SERVICE

Undersigned Client ("Client" or "Purchaser") for services rendered under this Agreement.

1. AUTOMATIC RENEWAL & TERMINATION

- This Agreement automatically renews on an annual basis, with a cost-of-living adjustment of up to 3%, unless negotiated with GLMS.
- Either party may terminate this Agreement by giving a thirty (30) day written notice at any time.

2. CANCELLATION PRIOR TO COMPLETION

- If this Agreement is terminated before all contracted services have been completed, the Client maybe required to settle any balance of services rendered.

3. CHANGES TO EQUIPMENT

- The addition or removal of covered equipment may alter the amount of the agreement.

4. PAYMENT TERMS

- Any invoice not paid within terms may result in delinquency or agreement termination
- All unpaid sums become immediately due upon termination.

5. SERVICES OUTSIDE THE SCOPE OF THE AGREEMENT

- For any work not explicitly included in this agreement but performed by GLMS with invoiced as quoted repairs or time and materials invoicing.

6. EXCLUSIONS

- o Facility engineering, Safety requirements for building structures.
- o Damage or repairs from natural disasters, weather events, facility personnel, manufacturing malfunctions.
- o OHSA or insurance agency directives.

Total cost for this annual maintenance: \$6,980.00, to be invoiced in (4) FOUR
installment invoices of \$1,745.00 quarterly.

Standard Service Rate: \$95.00

Overtime or Saturday Rate: \$142.50.00

Holiday or Sunday Rate: \$195.00

Service Truck Charge: \$75/ trip

City of Willowick to provide functional water spickets on each building for coil cleaning.

Water is needed to complete thorough condenser coil cleaning.

If this price and scope meets your approval, please sign your full name and date below.

Thank you for the opportunity to work with you on this project. If you have any questions,
please feel
free to call.

Sincerely,

1-9-2025

Jim Washinski

Great Lakes Mechanical Service

President

X _____

Name – City of Willowick Representative Title and Date



7310 Associate Ave. • Cleveland, OH 44144 • (216) 651-8300 • Fax (216) 651-3435

AGREEMENT FOR CENTRAL STATION MONITORING

THIS AGREEMENT is made this day of December, 2025, between Gene Ptacek & Son Fire Equipment Company, at 7310 Associate Ave., Cleveland, OH 44144, (hereinafter referred to as "Company") and City of Willowick hereinafter referred to as "Subscriber."

Company shall provide to Subscriber, without liability and not as an insurer, the service for remote monitoring of Subscriber alarm equipment, at the premises of Subscriber located at Manry Park Pool Pump House, 30100 Arnold Rd., Willowick, OH 44095 in accordance with the schedule of services herein.

TERMS AND PAYMENT: Subscriber agrees to pay Company, its agents or assigns, the sum of: Contract Amount \$595.00 +tax paid in full prior to commencement of service for a term of one year.

This Agreement shall constitute the entire Agreement between the parties hereto, which shall not be amended in any respect, except by an Agreement in writing executed by the Subscriber and by a duly authorized representative of Company.

1. SUBSCRIBER AGREES AND UNDERSTANDS: THAT GPS IS NOT AN INSURER AND THAT INSURANCE COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT COMPANY, EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY GPS ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT GPS IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT EVEN IF DUE TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE EQUIPMENT, OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SYSTEM OR ANY CENTRAL STATION; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF GPS FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE DESIGN, SALE, LEASE, INSTALLATION, REPAIR, INSPECTION, TEST, SERVICE, PROGRAMMING OR MONITORING OF ANY EQUIPMENT OR SYSTEM, AND/OR THE DISPATCH OF INDIVIDUALS TO THE PREMISES, AND/OR THE FAILURE OR FAULTY OPERATION OF THE SYSTEM OR EQUIPMENT, AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF GPS AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/ OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, AND/OR FOR CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00, AND THIS LIABILITY SHALL BE EXCLUSIVE.

2. RECEIPT OF COPY: Subscriber acknowledges receipt of a copy of this Agreement and specifically acknowledges that an opportunity was afforded to examine all provisions of this Agreement.

3. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the system, the Company or its designee communication center shall make reasonable effort, in accordance with the Company policies and procedures, to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that designee communication center and Company does not assume any responsibility for the manner in which such signals are monitored or the response, if any to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of Company and are not maintained by the Company and therefore Company shall not be responsible for any failure which prevents transmission signals from reaching the

central office monitoring center or damages arising there from. Subscriber authorizes Company to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests Company to remotely activate or deactivate the system, change combinations, openings or closing, or reprogram system functions, Subscriber shall pay Company for such service at the Company's prevailing rate. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

4. RENEWAL: At the expiration of the initial Term, this Agreement shall automatically renew for another period of equal length, unless either party shall notify the other of the desire to terminate the agreement. Notice to terminate shall be no less than thirty (30) days prior to the expiration of the original Agreement or the expiration of any renewal period.

5. INCREASE ANNUAL SERVICE: Notwithstanding the terms and conditions set forth herein, and subject to the limitations set forth below, after the expiration of the initial (1) year agreement and for each year thereafter for as long as this Agreement remains in effect, the company may, at any time, but in no case more frequently than one time per year, increase the annual service charge.

6. SUSPENSION OR CANCELLATION: This Agreement may be terminated at the option of the Company at any time in the event that the Company's Central Office is destroyed or so substantially damaged by fire or other catastrophe that is impractical to continue service or in the event that the Company is unable either to secure or retain connections or privileges necessary for the transmission of signals by means of conductors between the Subscriber's premises and the Company's Central Station and the Municipal Fire or Police Department or between the Subscriber's premises and the Municipal Police or Fire Department or other Agency and the Company shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of such termination, the Company shall refund the Subscriber any advance payments made for service to be supplied subsequent to the date of termination less any amount still due the Company.

7. DEFAULT AND TERMINATION: In the event Subscriber defaults in the performance of any of the terms or conditions of the Agreement, including failure to make any payment as agreed herein, the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable at the option of the Company. In addition, Subscriber agrees to pay the Company all sums to which the Company may be entitled under the law by virtue of said default. Upon termination of monitoring services for any reason, the receipt of signals from "runaway" Systems, Systems which excessively signal GPS's Central Station without apparent reason or Premises or Systems not under contract with GPS, Subscriber empowers and authorizes GPS to refrain from monitoring the System and/or to render the equipment incapable of communicating with its Central Station by direct or remote programming the removal or deletion of data inputted by GPS for operation of the System or through any other means without any liability to Subscriber, and Subscriber hereby releases GPS for all general, special, incidental and consequential expense, loss and damage to Subscriber, whether due to the sole, joint or several negligence of GPS, its agents, servants, employees, suppliers or sub-contractors. If Subscriber prevents GPS from exercising its rights under this Section, Subscriber agrees to pay to GPS the sum of Fifty (\$50.00) Dollars for each signal from the Premises received by the Central Station, as liquidated damages and not as a penalty, plus all damages, losses, costs and expenses including, without

limitation, reasonable attorney's fees and court costs incurred by GPS as a party in any action at law or in equity arising out of this Section.

8. DELINQUENCY; RECONNECT CHARGES; INTEREST: In the event any payment due hereunder is more than fifteen (15) days delinquent, the Company may impose and collect a delinquency charge of 2% per month, or the highest amount allowed under the law, of the amount of delinquency. If the alarm system is deactivated because of Subscriber's past due balance, and Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to the Company, a reconnect charge.

9. ASSIGNMENT: This Agreement is not assignable by Subscriber except upon written consent of the Company first being obtained. Company shall have the right to assign this Agreement and shall be relieved of any obligations herein upon such assignment. Company shall be permitted to assign this Agreement and upon such assignment shall have no further obligation hereunder.

10. VERBAL OR OTHER AGREEMENTS: There are no verbal understandings changing or modifying any of the terms of this Agreement. Any subsequent modifications to this Agreement must be in writing, signed by both the Subscriber and an authorized agent of the Company, except that in the event Company issues a UL Certificate to Subscriber, Company will comply with Underwriters Laboratory Inc. requirements regarding items of protection provided for in this Agreement. This constitutes the entire Agreement between Subscriber and Company and no representation or statement not contained herein shall be binding upon either party to this Agreement.

11. SUBSCRIBER DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110-volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31 block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by Company.

12. RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that Company is authorized and permitted to subcontract any services to be provided by Company to third parties who may be independent of Company, and that Company shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and Subscriber appoints Company to act as Subscriber's agent with respect to such third parties, except that Company shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to Company's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of Company.

13. ATTORNEY'S FEES: If it shall become necessary for the Company to institute legal proceedings to collect any of the charges set forth herein or to regain possession of its equipment, the unsuccessful party shall pay to the successful party reasonable attorney's fees. In the event that the Subscriber institutes legal proceedings against Company, Subscriber agrees to pay to the company any and all reasonable attorney's fees if the Subscriber is not successful in the action.

14. SIGNALING AND NOTIFICATION: This shall be provided if this Agreement includes a charge for Signaling and Notification Service and in the event an alarm signal registers at the Company's central office, Company shall endeavor to notify third party professional agencies designated by Subscriber or the Subscriber's designated representative. In the event that a digital communicator is used as the method of transmission, Subscriber realizes that the alarm is not continually supervised and,

therefore, if the telephone line is cut, damaged or otherwise rendered inoperative, Company will have no knowledge of this fact at its central office. Subscriber is aware of this inherent limitation in a system relying on a digital communicator as the means of transmission.

15. SUBSCRIBER'S RESPONSIBILITIES:

- A. Carefully and properly set the alarm system upon the closing of the premises.
- B. The Company recommends testing of the system at least one time a week, but no less than one time per month.
- C. Notify the Company immediately if any defect in the operation of the system is discovered.

D. Furnish the Company immediately with a list of the names and phone numbers of all persons authorized to enter the premises of the Subscriber during closed periods. All changes, revisions and modification of the list shall be provided to the Company in writing, immediately upon the making of such changes.

E. Where water-flow monitoring service is provided, Subscriber shall replace, at his sole expense, all wet and dry valves which are not acceptable to the Authority having jurisdiction to prescribe standards for equipment connected to the Company's devices.

F. Where fire alarm or detection monitoring service is provided, Subscriber agrees to maintain the premises in compliance with all applicable building and fire codes.

16. NON-RENEWAL: In the event of non-renewal of this Agreement or default in the monthly payments, the Company shall have the right to enter Subscriber's premises with or without notice to disconnect the system or remotely program or delete software, without obligation to repair or redecorate the premises or any other liability, but such disconnection shall not be held to constitute a waiver of the Company's right to collect any and all charges payable under the terms of this Agreement.

17. FALSE ALARMS/PERMIT FEES: Company shall have no liability for permit fees, false alarms, false alarm lines, police response, or the refusal of the police to respond in the event of termination of police response by the municipal police this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should the Company be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of the Agreement, Subscriber agrees to pay Company for such service or material.

18. IT IS UNDERSTOOD AND AGREED, that the Company's obligations relate solely to the equipment installed at the premises. It is further agreed that the obligation of the Company to monitor the system terminates when Subscriber is in default of payment by 30 days or more.

19. EXCULPATORY CLAUSE: Subscriber agrees that Company is not an insurer and no insurance coverage is offered

herein. The system is designed to reduce certain risks of loss, though Company does not guarantee that no loss will occur. Company is not assuming liability and therefore shall not be liable to subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Company's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases Company from any claims for contribution, indemnity or subrogation.

20. LIMIT OF LIABILITY: SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY AS A RESULT OF THE COMPANY'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR THE FAILURE OF EQUIPMENT OR SERVICE IN ANY RESPECT OR FOR ANY REASON, THEN THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE GREATER OF (1) THE SUM OF \$500.00 OR (2) A SUM EQUAL TO 80% OF ALL CHARGES PAID BY THE SUBSCRIBER TO THE COMPANY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE LOSS, FOR EQUIPEMNT, INSTALLATION AND/OR SERVICES UTILIZED AT THE PREMISES REFERRED TO IN PARAGRAPH 1, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY AS THE EXCLUSIVE REMEDY. IF SUBSCRIBER WISHES TO INCREASE THE COMPANY MAXIMUM AMOUNT OF LIABILITY THE SUBSCRIBER MAY, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN HIGHER LIMITS OF LIABILITY BY PAYING AN ADDITIONAL AMOUNT CONSONANT WITH THE COMPANY'S INCREASED LIABILITY. The provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance or obligations, imposed by this Agreement.

21. Upon termination of monitoring services for any reason, the receipt of signals from "runaway" Systems, Systems which excessively signal GPS's Central Station without apparent reason or Premises or Systems not under contract with GPS, Subscriber empowers and authorizes GPS to refrain from monitoring the System and/or to render the equipment incapable of communicating with its Central Station by direct or remote programming the removal or deletion of data inputted by GPS for operation of the System or through any other means without any liability to Subscriber, and Subscriber hereby releases GPS for all general, special, incidental and consequential expense, loss and damage to Subscriber, whether due to the sole, joint or several negligence of GPS, its agents, servants, employees, suppliers or sub-contractors. If Subscriber prevents GPS from exercising its rights under this Section, Subscriber agrees to pay to GPS the sum of Fifty (\$50.00) Dollars for each signal from the Premises received by the Central Station, as liquidated damages and not as a penalty, plus all damages, losses, costs and expenses including, without limitation, reasonable attorney's fees

and court costs incurred by GPS as a party in an or in equity arising out of this Section.

22. Company shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to, acts of God, such as earthquakes, hurricanes, floods, tornadoes and fires; government restrictions (including the denial or cancellation of any export of other necessary license); human events such as wars, riots, or other major upheavals; performance failures outside the control of the Company, such as disruptions in telephone service, labor disputes other than those of the contractual parties, or supplier problems (product unavailable).

23. PRIOR AGREEMENTS: Subscriber warrants and represents that Subscriber is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore Subscriber agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of or arising out of any agreement that Subscriber may have entered into with any party concerning any such alarm systems of every kind and description. Subscriber will pay all said sums, including reasonable attorney's fees for the defense of any such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnification provision.

24. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ in any capacity any employee of Company assigned by Company to perform any service for or on behalf of Subscriber, for a period of two years after Company has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, Company shall recover from Subscriber an amount equal to such employee's salary, based upon the average three months preceding employee's termination of employment with Company, times twelve, together with Company's counsel and expert witness fees.

25. VENUE CLAUSE: Any dispute arising from this Agreement shall be subject to resolution only in the venue of the Parma Municipal Court, Cuyahoga County, Ohio, or whichever venue is deemed proper in accordance with monetary jurisdiction considerations.

26. RUNAWAY: In the event that subscriber's system goes into a runaway condition or excessively signals GPS's Central Station, subscriber agrees to allow GPS to gain entry within 1 hour into your facility to repair system or disable communicator to stop signals until repairs can be made. In the event that GPS is not given entry into subscriber's facility, subscriber may be required to pay any and all additional fees that are incurred by GPS from the Central Station.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU THE SUBSCRIBER (CONSUMER TRANSACTION ONLY) MAY CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Subscriber

Subscriber

Print

THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF, SUBSCRIBER ACKNOWLEDGES THAT HE/SHE HAS EXAMINED AND UNDERSTOOD SAME.

GPS Fire Equipment Co.

Officer or Authorized agent of the company

Print

This Agreement shall not be binding upon Company, unless approved in writing by an officer or authorized agent of the Company. In the event of failure of approval, the sole liability of the Company shall be to refund to Subscriber the amount that has been paid to Company, upon the signing of this Agreement.