



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, February 04, 2025 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 21, 2025.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

2. Administration of the Oath of Office to Patrolman Lucas Gerardi.

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Recreation Director – Julie Kless

City Engineer – Tim McLaughlin

Finance Director – Cheryl Benedict

Law Director – Mandy Gwartz

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, Malta, Bisbee

Tax Compliance – Koudela, Antosh, McFarland

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. Motion to Authorize the Mayor to Enter into a One Year Service Agreement with McDonald Equipment Company (MECO) in the Amount of \$705.00 for the Fire Department.
- 4. Motion to Authorize the Mayor to Enter into a One Year Service Agreement with McDonald Equipment Company (MECO) in the Amount of \$645.00 for the Service Department.
- 5. Motion Authorizing the Mayor to Enter into a 1-Year Maintenance Contract with Maximum Atta Elevator in the Amount of \$1920.00.
- 6. Motion Authorizing the Mayor to Enter into a Preventative Maintenance Agreement with Comfort Control Systems in the Amount of \$6,980.00.
- 7. Motion Authorizing the Mayor to Enter into a Contract with Sunset Cinema LLC for \$1500.00 for the July 26th, 2025 Dudley Park Annual Movie in the Park.
- 8. Motion Authorizing the Mayor to Enter into a Contract with TruGreen for Weed Control at Manry Park LaForge Football Field in the Amount of \$4,083.58.

INTRODUCTION & CONSIDERATION OF LEGISLATION

- 9. Ordinance No. 2025 - 9:

An Ordinance directing the Director of Finance to certify delinquent accounts to the Lake County Auditor and Lake County Treasurer for collection as Property Tax, and declaring an emergency.

10. Resolution No. 2025 – 6:

A Resolution to approve authorizations (Then and Now Certificate) to Huntington National Bank in the amount of \$75,695.22 for the City of Willowick, and declaring an emergency.

11. Resolution No. 2025 – 7:

A Resolution to approve authorizations (Then and Now Certificate) to Civica in the amount of \$20,176.02 for the City of Willowick, and declaring an emergency.

MISCELLANEOUS

12. Motion authorizing the temporary appointment of Gretchen Kless as the City Senior Center Coordinator for a term to commence on March 12, 2025 and to end on April 23, 2025. The temporary appointment is full-time position not to exceed forty (40) hours per week. The City shall pay Gretchen Kless while she is temporary Senior Center Coordinator a rate of \$22.00 an hour.

13. Motion authorizing and expenditure in the amount of \$11, 651.00 to the Ohio Bureau of Workers' Compensation for the true-up for policy year January 1, 2024 to December 31, 2024.

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

14. Discussion of Collective Bargaining.

CLOSE EXECUTIVE SESSION

15. Motion to Approve the Tentative Agreement with the Service and Secretarial Union (AFSCME).

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, January 21, 2025 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 at approximately 6:30 p.m. by Council President Koudela.

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

All members in attendance.

APPROVAL OF MINUTES

1. Motion to approve the Minutes of the Regular Council Meeting of January 7, 2025.

MOTION: Ms. Antosh motioned to approve the minutes of the Regular Council Meeting of January 7, 2025. 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 carried. Minutes approved.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

2. Motion to confirm the mayoral appointment of Mandy Gwartz as Director of Law.

MOTION: Mr. Malta motioned to approve the Motion. 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.

Motion carried. Motion approved.

3. Administration of Oath of Office to Law Director Mandy Gwartz.

4. Motion to confirm the mayoral appointment of Nicole Monaco to the Willowick Planning Commission for a 3-year term ending January 21, 2028.

MOTION: Ms. Antosh motioned to approve the Motion. 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 carried. Motion approved.

5. Motion to confirm the mayoral appointment of Adam Downing to the Willowick Planning Commission for a 3-year term ending December 31, 2026.

MOTION: Mr. Malta motioned to approve the Motion. 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.

Motion carried. Motion approved.

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor Vanni thanks Council for their appointments for the Planning Commission. He thanks Mr. Downing for coming in tonight and also for his service. He will be swearing them in soon. He congratulates Mandy Gwartz on her appointment as well. Cheryl has been working on the budget and they have been meeting with directors. He believes the meeting will be set up for the 22nd. One more week left with Kimble, he knows Justin is here from Major Waste also for an update. The cans have been getting delivered. The weather is not great out there, with the cold weather we get water main breaks. There is an issue in Ward 1. Todd reached out to the County. In 2022 they had a number of breaks on that street as well. They grade the water lines like we do with the streets, similar to ODOT. It is up there, but it is not bad enough. They are aware of it though and he will continue to keep them aware of what is going on there. The Water Department is working on it. Hopefully what happened this week might move it up, but we might be 2 years out still. Good news, we received a NOPEC Grant for \$32,169.00. It needs to be used towards energy efficient improvements. He is going to reach out to see if there is any way we can apply it to the Fire Department renovations. He is not sure. The Courier, two months in a row did not get enough advertising. There will not be one in February again. Please still write and send articles to Molly so they can go on the website. There is a chance they may not come back at all now. Maybe in the spring but there is a chance. Facebook is great, but our senior crowd usually reads the paper. They need to figure something out if they do cease to exist. They will need to find a way to get the info out still. Please keep writing. He was invited to our newest business and he was very impressed with what they did. They are near Pie Café. They are doing good... maybe 15 kids enrolled already. There is a waiting list also. He was very impressed and wishes them good luck.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

Mr. Malta asks if he can say who has moved into the building again.

Mayor Vanni says it is called Amazing Minds Learning Center. It's like a preschool with licensed teachers. They are open at 5 am until like 10 pm. It's super nice, you should stop in.

Mr. Malta is happy someone went in that building.

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Mr. Shannon gives his time to Justin from Major Waste. Justin says they kicked off cart delivery yesterday. There are over 10,000 cans that must be delivered. They have delivered nearly 4,000 as of end of day today. They are not running the same days as Kimble so they can stay out of each other's way. It is a pretty large scale operation. He asks if Council has any questions?

Mr. Malta asks him for his cell phone number.

Ms. Antosh asks if they end up picking up Kimble's cans, if someone misses that pick up, will it still be picked up if it is full?

Justin says in that exact scenario, they had another contract a couple years ago. His guys know to dump the cans even if they are not correct.

There is clarification that it was originally going to be the same company that was doing drop off and pick up, but now it is not.

Mr. Malta asks if big items need wrapped? Are they getting picked up same day as garbage?

Justin says yes to both. Please wrap any textiles.

Ms. Antosh says she was on the website and it said something about double wrapping.

Justin says as long as there is an attempt made, the drivers are good about it. They usually try to tell people that there are mattress bags for inexpensive that they can just slide the items in.

Mr. Shannon says there is a light flashing on Lakeshore and that is above them, someone is coming to look at it. They have also been out salting and plowing a lot. It's also pothole and water break season... please let them know if you see one. Parts guys continue to work in the buildings. Have been in fire department for like the past month doing renovations.

Mr. Malta asks if Todd can have Johnny check Gilcrest and Lakeshore? The light is not cycling through.

Recreation Director – Julie Kless

Mayor Vanni reports for Julie who is absent. She has been sick. There are some items for Rec Department on the agenda. He is happy to answer questions about these between himself and Todd.

City Engineer – Tim McLaughlin

Mr. McLaughlin says E 305 sewer is ongoing. Contractor has been slow with the weather. The good news is they shouldn't have to do as many digs as anticipated. It may be more cost effective. Lakeshore and Forestgrove projects will have survey crews out doing inspections. Finally, E 305 ODOT resurfacing is on Stage 3. Now they can go to NOACA and apply for additional funds.

Finance Director – Cheryl Benedict

Finance Director Benedict says they are working on the budget and will get binders out. There are 3 ordinances on the agenda to close funds they are no longer using. There are also some for transfers which are mostly annual or housekeeping measures.

No questions.

Law Director – Mandy Gwartz

Law Director Gwartz is happy to be in this position. While she does not live in Willowick, she does her banking, grocery shopping, everything here. She cares about this city and has a lot of connection here. She loved working with the Police Department and looks forward to continuing on.

Council welcomes her.

Police Chief – Rob Daubenmire

Police Chief Daubenmire has no formal report, but is open for questions.

No questions.

Fire Chief – Bill Malovrh

Fire Chief Malovrh has no report, but he thanks Todd and everyone for the amount of work they are doing over there. They have opened up the place quite a bit. It's a totally different side of the fire department right now, all thanks to them.

Chief Housing/Zoning Inspector – Sean Brennan

WARD MATTERS

Ms. Koudela got a call from a resident that said they are all doing a great job and he wishes he could be here.

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)

Ms. Bowen, 472 E 319. Their street lights are winking at each other. One will go on and then the other shuts off, etc. Who should I call?

Todd says CEI. Go on the website and put in the address. You'll get email confirmation. It usually takes 3-5 days.

Adam Downing comes to thank Councilman McFarland for informing him of the vacancy in Planning. He looks forward to serve.

Michael Copp, 32309 Knobel Rd. asks how often they run the street sweepers? The street is always full of acorns, leaves, branches, etc. He knows the snow came early this year, but it has been going on. Now there is a skating rink. Maybe can we run the street sweeper more often than once a year? Also on topic of street lights, the light by his house went out around Christmas, it worked briefly after they came out, but it has not been on since. If they are replacing lights that would be great with the new style.

Todd says as far as the street sweeper goes, they are required to do 2 times a year by EPA, but they usually do 6. He will send a salt truck tomorrow but unfortunately with the ice and temps right now, it's tricky. As far as street lights go, that is entirely CEI.

Mayor Vanni says he is meeting with their rep on Thursday morning and he will bring it to attention.

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Mohorcic, Antosh

Safety – Phares, Malta, McFarland

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

Streets, Sidewalks & Sewers – Mohorcic, Malta, Bisbee

Tax Compliance – Koudela, Antosh, McFarland

Moral Claims – Antosh, Phares, Koudela

Budget – Mohorcic, Koudela, Bisbee

Mr. Mohorcic says annual Budget meeting will be Saturday February 22nd. He will send out the agenda soon.

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

INTRODUCTION & CONSIDERATION OF LEGISLATION

6. Ordinance 2025-1:

An Ordinance providing for the submission of a Proposed Amendment to Article VII of the Charter of the City of Willowick, Ohio, titled Civil Service Commission (Section 7.3, Titled Classification of Service) to the Electors of the City, and declaring an emergency.

First Reading 1/7, Item is on Second Reading.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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. 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.

Motion passed. Legislation approved.

7. Ordinance No. 2024-67 (Amended):

A Ordinance amending Chapter 1165 of the Codified Ordinances of the City of Willowick, Ohio, titled "Fences," and declaring an emergency.

First Reading 12/17, Second Reading 1/7, Item is on Third Reading.

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.

Motion passed. Legislation approved.

8. Ordinance No. 2025-2:

An Ordinance establishing the 2025 Fee Schedule for the Willowick Recreation Department, repealing certain Ordinances, and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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.

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.

Motion passed. Legislation approved.

9. Ordinance No. 2025-3:

An Ordinance providing for the compensation of seasonal and part-time employees of the City of Willowick Recreation Department for Year 2025, and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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.

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.

Motion passed. Legislation approved.

10. Ordinance No. 2025-4:

An Ordinance authorizing the Finance Director of the City to close the Sanitary Sewer Improvement Fund (422), and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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.

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.

Motion passed. Legislation approved.

11. Ordinance No. 2025-5:

An Ordinance authorizing the Finance Director of the City to close the Coronavirus Relief Grant Fund (226), and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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: 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.

Motion passed. Legislation approved.

12. Ordinance No. 2025-6:

An Ordinance authorizing the Finance Director of the City to close the Lakefront Connectivity & Downtown Development Grant Fund (225), and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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.

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.

Motion passed. Legislation approved.

13. Ordinance No. 2025-7:

An Ordinance authorizing all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2025 Energized Community Grant, and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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.

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.

Motion passed. Legislation approved.

14. Ordinance No. 2025-8:

An Ordinance establishing the compensation of the Director of Law of the City, repealing certain Ordinances, and declaring an emergency.

MOTION: Mr. Malta motions to suspend the rule requiring three readings. 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.

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.

Motion passed. Legislation approved.

15. Resolution No. 2025-2:

A Resolution authorizing the transfer of funds from the General Fund (101) to the Police Pension Fund (801), and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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.

Motion passed. Legislation approved.

16. Resolution No. 2025-3:

A Resolution authorizing the advance of funds from the General Fund (101) to the Forestgrove Sewer Improvement Fund (435), and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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.

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.

Motion passed. Legislation approved.

17. Resolution No. 2025-4:

A Resolution authorizing the advance of funds from the General Fund (101) to the Lakeshore Blvd. Sewer Improvement Fund (434), and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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.

Motion passed. Legislation approved.

18. Resolution No. 2025-5:

A Resolution to approve authorizations (Then and Now Certificate) to the City of Willoughby in the amount of \$20,600.00 for the City of Willowick, and declaring an emergency.

MOTION: Ms. Antosh motions to suspend the rule requiring three readings. 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.

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.

Motion passed. Legislation approved.

MISCELLANEOUS

19. Motion authorizing the expenditure of funds to Gerow Equipment in the amount of \$22,865.00 for the Martin Pool pump.

Ms. Koudela clarifies that she believes this is for the Manry Pool.

MOTION: Ms. Antosh motioned to approve the Motion. 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.

Motion carried. Motion approved.

PUBLIC PARTICIPATION

a) Public statement (1 minute maximum)

b) Council response to the public

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

Phil Dietering 496 Bayridge says News Herald published the wrong time.

It is clarified that Council Clerk will reach out to ensure they have the right time going forward. The press notice we sent them stated 6:30 so we are unsure where the confusion came from.

EXECUTIVE SESSION

20. Discussion of Collective Bargaining.

Ms. Koudela calls for a Motion to adjourn into Executive Session.

MOTION: Ms. Bisbee motioned to adjourn into Executive Session. 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.

Motion carried. Adjourned into Executive Session at 7:14 p.m.

CLOSE EXECUTIVE SESSION

Ms. Koudela calls for a Motion to return from Executive Session.

MOTION: Ms. Antosh motioned to return from 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.

Motion carried. Returned from Executive Session at 7:27 p.m.

Ms. Koudela calls for a Motion to Approve the Tentative Agreement with the Willowick Firefighters' Association.

MOTION: Mr. Malta motioned to approve the Motion. 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.

Motion carried. Motion approved.

ADJOURNMENT

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

MOTION: Ms. Antosh motioned to Adjourn the Meeting. 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 carried. Meeting Adjourned at approximately 7:28 p.m.

Clerk of Council

Council President

Date

SERVICE AGREEMENT

Page 2 of 3

BILLING RATES

Annual Agreement Price	\$ 705.00	Includes mileage & travel time)
Sales Tax	\$ Exempt	
TOTAL	\$ 705.00	
*Hourly Labor Rate	\$ 135.00	(Regular working hours - 7:30 a.m.to 4:30 p.m. Monday thru Friday (Except legal holidays).
*Hourly Labor Rate	\$ 202.50	(Non-regular working hours) after 4:30 p.m. weekdays and all day Saturday
*Hourly labor Rate	\$ 270.00	Double time Sundays and holidays.
*Mileage \$1.50 per mile.		Mileage may be subject to a fuel surcharge

*These rates are for non-regularly scheduled service calls not covered by the annual agreement price.

All after hours calls are subject to a minimum 4 hour billing.

"Annual Agreement Price" is payable in advance. Terms for payment of special billings or hourly rate billings are Net 30 Days. If account is not current you are subject to loss of discount & special labor rate.

SERVICE COVERED - MECO will, during regular working hours, check the emergency generator and related equipment as follows:

1. Visual inspection.
2. Perform applicable services as listed on attached field service report.
3. Check and/or adjust, where applicable, points, condenser, spark plugs, and carburetor.
4. Check and/or adjust governor, battery charge rate, battery, D.C. generator or alternator, cooling system, exhaust system.
5. Start up and run unit.
6. Observe operating conditions (oil pressure, water temperature, charging generator, engine, A.C. alternator and general conditions).
7. Check output voltage and frequency (under load if requested).
8. Check transfer switch.
9. Instruct proper personnel on plant operation.
10. Change oil and oil filter.
11. Check generator safety shutdown circuits for proper operation and annunciation.
12. Provide the Owner with accurate service records, along with any recommendations as to additional or future service work needed. (Removal of rodents & insects considered over & above agreement.)

Provide 24-hour emergency service. This service is billable in addition to regularly scheduled service calls. Labor will be billed at rates listed under BILLING RATES.

Major repair. Test, adjust, repair or replace any integral parts and accessories pertaining to the **OWNER'S** equipment; in accordance with factory recommendations or as our inspection deems advisable, with **OWNER'S** consent.

Major repairs are listed under BILLING RATES.

Service calls are clocked from the time the repairman leaves our shop to the time he returns.

Replacement of fuel filters, air filters and/or any parts or accessories necessary to the emergency operation of the unit at our option or as indicated by manufacturer's instructions will be replaced.

MECO reserves the right to alter agreement rates upon 30 days written notice. **OWNER** then has the right to cancel this agreement within 30 days by written notice if such agreement rate alterations are not acceptable.

When required, all materials and parts shall be furnished by MECO and billed separately to **OWNER**.

MECO will not assume responsibility for damage caused by abuse, accidents, overloads, theft, acts of a third party, forces of nature, acts of God, altering of equipment, acts of omission or commission, consequent damage, or normal wear. Furthermore, **MECO** will not be accountable for failure to fulfill this agreement for causes beyond its control, including but not limited to, labor disputes, etc.

This agreement is not assignable without the consent of **MECO**.

It is mutually understood that this proposal sets forth our entire agreement.

Service or maintenance calls will not be scheduled until full payment of this agreement is received by MECO.

In witness thereof each of the aforesaid parties have affixed their signatures through their duly authorized representatives:

This ____ Day of _____, 2025.

OWNER_____

BY_____

TITLE_____

McDONALD EQUIPMENT COMPANY

BY_____

Dodi Fulajtar
Service Agreement Administrator

MECO McDonald Equipment Company Inc
 37200 Vine Street Willoughby, Ohio 44094

**EXCELLENCE IN SERVICE
 SERVICE AGREEMENT**

The following service agreement is entered into by McDonald Equipment Company, Willoughby, Ohio; hereinafter called "MECO" and City of Willowick with offices at 31230 Vine Street, Willowick, Ohio 44094, hereinafter called **OWNER**, for the purpose of checking and maintaining in the best possible operating condition the emergency generator set or sets, together with associated equipment such as automatic line transfer panels, exercisers, etc., located at:

<u>BUILDING NAME</u>	<u>ADDRESS</u>	<u>CITY</u>
SERVICE GARAGE		
<u>OWNERS AGENT</u>	<u>PHONE NO</u>	<u>EMAIL</u>
Terry McCarthy	440/585-0963, Ext. 327	terrymccarthy@cityofwillowick.com

EQUIPMENT COVERED

<u>GEN-SET</u>	<u>MODEL</u>	<u>SERIAL</u>	<u>TRANS.</u>	<u>MODEL</u>	<u>SERIAL</u>
<u>MFG.</u>	<u>#</u>	<u>#</u>	<u>SW.MFG.</u>	<u>#</u>	<u>#</u>
KOHLER	100R0Z-187444	392093	KOHLER	_____	18597T3RH

TERM OF AGREEMENT

The term of the agreement shall be for a period of one year commencing on **January 1, 2025** and terminating on **December 31, 2025**.

SERVICE CALL FREQUENCY AND RATES

The **OWNER**, being desirous of the service of **MECO** to supply inspection, preventative maintenance and repairs performed **semi-annually**, agrees to pay the following charges.

All parts at list less 10% plus any special handling charges such as telephone calls, wires special shipping charges, etc.

BILLING RATES

Annual Agreement Price	\$ 645.00	Includes mileage & travel time)
Sales Tax	\$ Exempt	
TOTAL	\$ 645.00	
*Hourly Labor Rate	\$ 135.00	(Regular working hours - 7:30 a.m. to 4:30 p.m. Monday thru Friday except legal holidays).
*Hourly Labor Rate	\$ 202.50	(Non-regular working hours) after 4:30 p.m. weekdays and all day Saturdays.
*Hourly labor Rate	\$ 270.00	Double time Sundays and holidays.
*Mileage \$1.50 per mile.		Mileage may be subject to a fuel surcharge

*These rates are for non-regularly scheduled service calls not covered by the annual agreement price.

All after hours calls are subject to a minimum 4 hour billing.

"Annual Agreement Price" is payable in advance. Terms for payment of special billings or hourly rate billings are Net 30 Days. If account is not current you are subject to loss of discount & special labor rate.

SERVICE COVERED - **MECO** will, during regular working hours, check the emergency generator and related equipment as follows:

1. Visual inspection.
2. Perform applicable services as listed on attached field service report.
3. Check and/or adjust, where applicable, points, condenser, spark plugs, and carburetor.
4. Check and/or adjust governor, battery charge rate, battery, D.C. generator or alternator, cooling system, exhaust system.
5. Start up and run unit.
6. Observe operating conditions (oil pressure, water temperature, charging generator, engine, A.C. alternator and general conditions).
7. Check output voltage and frequency (under load if requested).
8. Check transfer switch.
9. Instruct proper personnel on plant operation.
10. Change oil and oil filter.
11. Check generator safety shutdown circuits for proper operation and annunciation.
12. Provide the Owner with accurate service records, along with any recommendations as to additional or future service work needed. (Removal of rodents & insects considered over & above agreement.)

Provide 24-hour emergency service. This service is billable in addition to regularly scheduled service calls. Labor will be billed at rates listed under BILLING RATES.

Major repair. Test, adjust, repair or replace any integral parts and accessories pertaining to the **OWNER'S** equipment; in accordance with factory recommendations or as our inspection deems advisable, with **OWNER'S** consent.

Major repairs are listed under BILLING RATES.

Service calls are clocked from the time the repairman leaves our shop to the time he returns.

Replacement of fuel filters, air filters and/or any parts or accessories necessary to the emergency operation of the unit at our option or as indicated by manufacturer's instructions will be replaced.

MECO reserves the right to alter agreement rates upon 30 days written notice. **OWNER** then has the right to cancel this agreement within 30 days by written notice if such agreement rate alterations are not acceptable.

When required, all materials and parts shall be furnished by **MECO** and billed separately to **OWNER**.

MECO will not assume responsibility for damage caused by abuse, accidents, overloads, theft, acts of a third party, forces of nature, acts of God, altering of equipment, acts of omission or commission, consequent damage, or normal wear. Furthermore, **MECO** will not be accountable for failure to fulfill this agreement for causes beyond its control, including but not limited to, labor disputes, etc.

This agreement is not assignable without the consent of **MECO**.

It is mutually understood that this proposal sets forth our entire agreement.

Service or maintenance calls will not be scheduled until full payment of this agreement is received by MECO.

In witness thereof each of the aforesaid parties have affixed their signatures through their duly authorized representatives:

This ____ Day of _____, 2025.

OWNER _____

BY _____

TITLE _____

McDONALD EQUIPMENT COMPANY

BY _____

Dodi Fulajtar
Service Agreement Administrator

MAXIMUM ATTA

ELEVATORS

MAINTENANCE SERVICE AGREEMENT

We propose to maintain the ("Equipment") using trained personnel directly employed and supervised by Maximum ATTA Elevators Inc. (herein referred to as "Maximum ATTA") in order to protect your investment, extend Equipment life and provide safe and reliable operation.

This maintenance service will be provided to (herein referred to as "Purchaser"):

City of Willowick
31230 Vine Street
Willowick, Ohio 44095

Equipment Located at:

City of Willowick
30435 Lakeshore
Willowick, Ohio 44095

For the following Equipment:

Equipment Description:# of Units	Manufacturer	Equipment Type	Capacity	Speed	Installation#
1	Ross	Hydraulic	4000	80	23759

PERFORMANCE OF THE AGREEMENT

Maximum ATTA will provide maintenance service on the above Equipment in accordance with the ASME 17.1-2019/CSA B44-2019 Safety Code for Elevators and Escalators, and industry procedures for elevator maintenance tailored to the needs of the specific equipment.

This is a basic agreement. Maximum ATTA will regularly and systematically examine, adjust, and lubricate the equipment. **Maintenance Visits will be quarterly.**

All call-backs, repairs and parts will be billed as an extra to the contract at the prescribed rates shown in this agreement.

ADDITIONALLY:

1. We will regularly check, and as necessary, equalize the tension on all hoisting ropes (if applicable).
2. We will regularly and systematically clean the elevator equipment in the hoistway, pit and machine room. The cleaning of surfaces exposed to the public is not included.
3. We will furnish all lubricants, cleaning compounds and cleaning equipment. All lubricants will be selected using the OEMs recommendations.
4. We will perform annual CAT1 testing as required by the ASME 17.1-2019/CSA B44-2019 Safety Code for Elevators and Escalators.

MAXIMUM ATTA ELEVATORS

PARTS INVENTORY

We will, during the term of this Agreement, maintain a supply of frequently used replacement parts and lubricants selected by Maximum ATTA to meet the specific routine requirements of the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

TERMS OF AGREEMENT

The price of the service defined in this Agreement will be: **One Hundred and Sixty Dollars (\$160.00) per month**, plus all applicable taxes paid in advance quarterly on receipt of our invoice.

This Agreement and the service shall commence on the first day of 2/1/2025. It shall be in effect for a **1-year** period and shall continue for subsequent one-year periods thereafter.

This Agreement and the Terms and Conditions are the entire Agreement for the services described, and it shall be binding on Maximum ATTA Elevators Inc. when approved and signed by one of its executive officers.

The person executing this Agreement on behalf of Purchaser hereby represents and warrants that (i) he/she is duly authorized and empowered to execute the Agreement on behalf of the Purchaser, (ii) Purchaser has full right and authority to enter into this Agreement, and (iii) upon full execution, this Agreement constitutes a valid and binding obligation of Purchaser.

RATES

Classification	1.0	1.5	2.0
Helper	\$216.00	\$324.00	\$461.80
Mechanic	\$270.00	\$432.93	\$577.24
Adjuster	\$305.00	\$497.87	\$663.82
Crew	\$521.00	NA	\$1039.04

- **Yearly Safety testing will be included in the above pricing.**
- **Parts will be charged as an extra at cost + 15%**

Maximum ATTA Elevators Inc.

Purchaser Acceptance

Maximum ATTA Elevators Inc.
Approval

By: _____
(Signature of Presenting Rep)

Lou Cozza
(Print Name)

Regional Vice President
(Title)

1-21-25
(Date Presented)

By: _____
(Signature of Authorized Individual)

(Print Name)

(Title)

(Date of Approval)

By: _____
(Signature of Authorized Individual)

(Print Name)

(Title)

(Date of Approval)

Terms and Conditions

1. Acceptance

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive Agreement between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing Agreement until this proposal is fully executed. This Agreement may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Maximum ATTA. Further, any manual changes to this form will not be effective as to Maximum ATTA unless initialed in the margin by an authorized representative of Maximum ATTA.

2. Additional Work

Work necessitated by misuse, vandalism, excessive heat in the elevator machine room, electrical voltage fluctuations, storm, fire, flood, riot, replacement of non-maintainable components or parts where Maximum ATTA is unable through our maintenance program to prevent premature wear or failure, retrieval/replacement of keys/re-keying or any other cause beyond Maximum ATTA control, is extra to this Agreement and shall be subject to additional charge at the applicable billing rates for material and labor. Maximum ATTA assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this Agreement where safety tests are outstanding on the commencement date of this Agreement until such time as the test has been completed and the equipment passed. Costs associated with this initial test and repairs will be subject to charge at our standard billing rates. Maximum ATTA will not be obligated or bound by opinions or directives by third-party firms, insurance companies, or other organizations and such work will be subject to additional charges.

This Agreement does not include the making of tests, additions or modifications, to the elevators or escalators as may be required by governmental authorities or independent third parties, unless otherwise accepted by Maximum ATTA and/or specified herein. This Agreement does not cover any labor, parts or materials which may be required to comply with future legislation effective following the commencement date of this Agreement. Supplementary performance testing of elevators using full load at full speed or use of specialized alternative testing equipment to simulate such tests, and escalator step to skirt performance testing (SSPI) that may be required by the local jurisdiction is not included (unless specifically noted as included). Costs associated with such tests and any remedial repairs and additional testing required as a result of these regulated tests would be extra to the Agreement at Maximum ATTA's applicable rates. Maximum ATTA will not assume responsibility for the cost of correcting elevator code or third-party deficiencies existing on the date we enter into this Agreement. Further, you agree that you will authorize and pay for any proposed pre-maintenance repairs brought to your attention during the first 30 days of this Agreement to bring the equipment to Maximum ATTA's maintenance standards, or we will have the option to terminate this Agreement immediately, without penalty to us.

3. Alterations

You agree not to permit others to make alterations, additions, adjustments, upgrades, repairs or replace any component or part of the equipment during the term of this Agreement. If you elect to modernize any or all of the Equipment during the term of this Agreement, you will give Maximum ATTA the option, within a reasonable time, to evaluate competitor proposals and to prepare an offer to match price and scope of work, or present an alternative proposal before proceeding. If you should select another supplier for the modernization, the existing Agreement is to remain binding on both parties. Maximum ATTA's Agreement will resume upon completion of the modernization of part or all of the equipment and any associated warranty period. The modernized equipment will be subject to review by Maximum ATTA and deficiencies noted brought to the attention of the purchaser within 60 days. The term of the original Agreement will be extended by any term loss during the modernization and warranty completed by others, and may be subject to a maintenance price adjustment by Maximum ATTA.

4. Application of These Terms

The parties agree to be bound by the terms and conditions contained in the Agreement, together with the terms and conditions contained herein. No amendment or other change to this Agreement is binding on Maximum ATTA unless it is in writing and is signed by an authorized Maximum ATTA officer.

5. Assignment

This Agreement and the benefits hereof may not be assigned without Maximum ATTA's written consent.

6. Building Emergency Systems Testing

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. Maximum ATTA has included one hour per elevator for assistance with smoke detector testing.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all costs associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Maximum ATTA will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

7. Change in Ownership

In the event of the sale, lease or other transfer of the elevator equipment described herein, or the premises in which they are located, you agree that the intended transfer shall be made conditional upon the acceptance and assumption of the terms, conditions, and obligations of this Agreement by the transferee and the delivery to Maximum ATTA of the transferee's acknowledgment. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

8. Communication

We will provide pre-planned repairs, where significant interruption to elevator operation is involved. The repair will be scheduled to suit the Purchaser's convenience wherever reasonably possible within the scope of this Agreement. We will assist in any repair and/or upgrade that the elevating system(s) may need, that falls outside the coverage of this Agreement. This will include our expertise as to available products, recommendations, and long-range asset planning to ensure that the continued satisfaction of the Purchaser is maintained.

As a service to you a Maximum ATTA representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use, and care of the Equipment.

9. Damages

Maximum ATTA shall not be responsible for any penalties, liquidated damages or any indirect, incidental, or consequential damages.

10. Environmental Protection

Maximum ATTA does not assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Agreement.

11. Force Majeure

Without limiting the generality of the foregoing, Maximum ATTA shall not be liable for any loss, damage, claim or delay due to any cause beyond Maximum ATTA's control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God. During a force majeure event, regular maintenance may be suspended, and this shall not be considered a breach of Agreement by Maximum ATTA. All the remaining terms of the Agreement shall remain in force.

12. Liability

It is agreed that Maximum ATTA will not assume possession or control of any part of the Equipment, all of which remains the Purchaser's exclusively as the Purchaser (or lessee). Furthermore, Maximum ATTA is not an insurer and shall not be liable for damage to property or for injury or death of any person(s) except for damage, injury or death resulting directly from the negligence of Maximum ATTA or its employees, and with that exception, the Purchaser agrees to indemnify, defend, and hold Maximum ATTA harmless from any such claim. Maximum ATTA shall not be liable for any incidental or consequential loss or damage arising from the failure of the elevators to operate or damages occurring as a result of supplementary performance tests such as full load full speed testing required by local regulatory authorities.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in Agreement, tort, warranty or otherwise.

Maximum ATTA will not be held liable for any inspection charges by local governing authorities, or any charges related to independent third parties. If the Agreement is terminated, Maximum ATTA will not be held liable for any costs, repairs, or directives whether existing or not during the term or following the term of the Agreement.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the Equipment.

13. Mainline Disconnects

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

14. Maintenance Program

The regular intervals, at which the Equipment shall be maintained, will be governed by the Equipment type and usage frequency to meet the agreed performance and safety code requirements. Reference to the number of fixed visits or minimum hours will be treated as a guideline only; however, it shall not be binding upon Maximum ATTA. If any work cannot be performed in an uninterrupted manner for any reason beyond Maximum ATTA's control, the Purchaser shall separately compensate Maximum ATTA for any costs caused by such delay.

15. Mutual Responsibilities

You agree to provide us unrestricted and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris.

You agree to provide a safe workplace for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts. You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Agreement. If such Code violations or other outstanding safety violations are not corrected in accordance with this Agreement, Maximum ATTA may with respect to the equipment not meeting Code requirements cancel this Agreement without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third-party work order, insurance, or safety system, Maximum ATTA will add an appropriate fee to cover the additional cost associated with this service.

You acknowledge that a machine room climate and temperature within the industry recognized 10 to 30-degree Celsius range ensures the best overall operation of the equipment and that you will maintain that temperature.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent

MAXIMUM ATTA

ELEVATORS

property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Purchaser will call Maximum ATTA and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Purchaser agrees that its agents, employees, or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Maximum ATTA will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

16. Non-ATTA Equipment

If the equipment covered under this Agreement was not provided by Maximum ATTA, Purchaser will: (i) provide Maximum ATTA with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by Maximum ATTA, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. Maximum ATTA will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at Maximum ATTA's request. ATTA is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner.

You retain your rights to any software not provided by Maximum ATTA contained in the Equipment and agree to allow Maximum ATTA to make one backup or archival copy for you.

17. Obsolescence

In the event that any part, component, or assembly is no longer available from the usual sources due to obsolescence, the Purchaser agrees to allow Maximum ATTA to replace such part, component, or assembly at the Purchaser's cost. Obsolescence is defined as parts, components, or equipment no longer available from or supported by the original equipment manufacturer. Purchaser's prior authorization shall be requested prior to proceeding with such replacement. Such authorization shall not be unduly withheld.

18. Payment Terms

Beginning on the Effective Date, payments will be due and payable on or before the first day of the Agreement year in which services are rendered beginning on the Commencement Date.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The above price does not include the Goods and Services Tax (GST). In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers, or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the Agreement.

The Agreement Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC Agreement then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Agreement Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

19. Quality

We will conduct annual field audits of our personnel and the Units to maintain quality standards.

20. Suspension

Maximum ATTA may suspend the services provided herein, upon written notice to the Purchaser, if payments have not been made in accordance with the terms of the Agreement. During any period of suspension, no monthly charges will be made hereunder, and the terms and conditions of this Agreement shall remain in effect, except that Maximum ATTA shall not have any liability for anything occurring during, or resulting from, such suspension. Upon restoration of Maximum ATTA services, any work required to restore the elevators to their suspension date condition shall be extra to the Agreement price. The Agreement period in which a suspension commences shall be extended by the number of days of the suspension.

21. Termination

Either party may terminate Maximum ATTA's services under this Agreement at the end of the initial Agreement period, or the end of any subsequent Agreement period, by providing the other party with at least 90 days, but no more than 120 days advance written notice in the form of a letter signed by a signing officer prior to the end of the applicable Agreement period. If the Purchaser otherwise terminates the Agreement in anyway inconsistent with the termination provisions of the Agreement, such cancellation will be subject to a cancellation fee of 50% of the balance of the total price owed for the remaining term of the Agreement immediately upon receipt of Maximum ATTA's invoice. The Purchaser will reimburse Maximum ATTA for all costs of collection, including without limitation to reasonable legal fees and costs.

22. Validity of Quotation

The quotation shall be open for acceptance within the period stated in the quotation, or when no period is stated, for a period of thirty (30) days from the date of the quotation. Maximum ATTA reserves the right to bring outstanding deficiency items to the attention of the Purchaser in the first 90 days of the Agreement, for rectification by others or resolution outside the scope of this Agreement.

23. Working Hours

The Agreement price is based on all work being done during regular working hours (8am to 5pm, Monday to Friday), excluding elevator trade union holidays unless otherwise specified herein. Any work requested outside the regular working hours as indicated, shall be subject to an additional charge at our standard billing rates, plus materials not covered by Agreement, expenses and travel. Monday through Friday, after hours and Saturday is charged at time and a half for single mechanic. Sunday, statutory holidays, and all overtime crew work on any day is charged at double time. Regular and overtime working hours shall be stipulated by the collective labor agreement with which Maximum ATTA must comply in the region where the elevators are to be maintained.

Maximum ATTA agrees to provide emergency service promptly if any trouble should develop between the regular examinations. The Purchaser agrees to notify Maximum ATTA without delay if such trouble occurs. This emergency service, limited to the investigation of trouble, passenger assistance, minor adjustments, and minor repairs, and that can be accomplished in two hours or less by one technician will be available on a 24-hour basis (billed as an extra). This service outside regular working hours is not included in the Agreement price (billed as an extra). We will respond to non-emergency callbacks during regular working hours within an average of 4 hours of notification.

All maintenance procedures and repairs will be performed during the regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Agreement, a Call-back is a response by Maximum ATTA to a request for service or assistance made (a) by the Purchaser or Purchaser representative, (b) by the building or building representative; (c) by emergency personnel; (d) and/or through the ADA phone line.



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

EXECUTIVE SUMMARY

Comfort Control Systems proposal for a **Service Preventive Maintenance Program** for the **City of Willowick** is presented below. A complete description of all services is included on the following pages. A report of the services performed will be provided to you after each visit.

PROFESSIONAL PREVENTIVE MAINTENANCE PROGRAM

This program is designed to maintain the efficiency, safety, reliability, and durability of your environmental control equipment.

This program provides investment protection, reduced operating costs, and peace of mind. As a contract client, you will receive preferred service rates, a **TWO HOUR GUARANTEED RESPONSE** on all emergency service calls and Comfort Control Systems **UNCONDITIONAL GUARANTEE**. Copies of these guarantees are included with this proposal.

The investment for a Comfort Control Systems Professional **Preventive Maintenance** Program With **(2) visits** annually (see on equipment page) is **\$6,980.00 per year**, to be paid **Quarterly** in advance, beginning on **February 1, 2025**

In brief, the scope of Comfort Control Systems services include:

X	CONDENSATE PAN TREATMENT		FACILITY AUTOMATION
X	AIR CONDITIONING EQUIPMENT		PRECISION AIR CONDITIONING EQUIPMENT
X	HEATING EQUIPMENT		ELECTRICAL EQUIPMENT
X	FILTRES & BELTS LABOR/MATEIAL		INDUSTRIAL CONTROL/RECORDERS
X	COIL CLEANING/LABOR /MATERIAL		COMPRESSED AIR SYSTEM
	WATER TREATMENT		REMOTE MONITORING

PROFESSIONAL PREVENTIVE MAINTENANCE PROGRAM

Comfort Control Systems Proactive Preventive Maintenance Program is designed to protect your capital investment, minimize downtime, and eliminate costs for emergency service for the term of the agreement. It is based on a preventive maintenance concept, which incorporates efficiency, safety, reliability, and durability (service life) as its objectives. Some typical procedures performed with this agreement are as follows:

- Complete inspection of unit as described within
- Annual belt change per manufacturer’s specifications
- Test, and record operating parameters per manufacturers recommendations
- Verification of proper operating sequences
- Proactive preventive maintenance per manufacturers recommendations
- Comfort Control Systems UNCONDITIONAL GUARANTEE

The usual manner of maintaining equipment uses a failure response or inspection only approach. The failure response approach means repairing equipment after it has failed. The inspection approach means regular filter changes and visual inspections. Neither approach addresses the efficiency, reliability, and durability of your equipment.

The benefits of a professional proactive preventive maintenance program are particularly important for the mechanical systems in your facility. Comfort Control Systems understands the critical nature of these systems and the costs incurred if they should fail to operate. Our goal is to insure that these mechanical systems will never be the cause of facility "down time."

Mechanical systems are responsible for approximately 25% of your facility's utility consumption. It is therefore prudent to keep this equipment operating at peak efficiency. Comfort Control Systems professional proactive preventive maintenance programs are designed to do just that.

By performing these procedures it protects and optimizes your investment, lowers power consumption, and offers peace of mind. As a valued service agreement client, you will receive a TWO HOUR GUARANTEED RESPONSE on all emergency service calls.

An ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) Technical Committee conducted a nationwide survey to determine the expected service life of various equipment. With proper, qualified proactive preventive maintenance your equipment will exceed the average life expectancy for mechanical equipment in the ASHRAE survey. A Proactive Preventive Maintenance Program can also provide the following advantages:

INVESTMENT PROTECTION - your mechanical system represents a substantial capital investment. A Comfort Control Systems professional proactive preventive maintenance program can extend the service life of that investment.

LOWER POWER CONSUMPTION - Properly maintained equipment operates at peak efficiencies, which saves you money.

PREFERRED SERVICE – Comfort Control Systems agreement clients receive preferred service ahead of non-agreement customers and at a PREFERRED SERVICE RATE described in "Terms and Conditions."

DOCUMENTATION - A report of the services performed is provided to you every time your facility is visited.

PEACE OF MIND - Most problems can be caught in the early stages before complete system failure occurs. Expensive and disruptive emergency calls are thus reduced.

IMPROVED COST CONTROL - Maintenance costs are known and can be budgeted.

*

DESCRIPTION OF EQUIPMENT

*

Comfort Control Systems proposes to perform professional proactive preventive maintenance for **City of Willowick** on the equipment listed below. The specific items to be checked are listed on the page below:

EQUIPMENT LIST

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	MT14001N09C19NJX
	COMMUNITY BLDG	MAIN UNIT	ROOFTOP UNIT	YSJ240A3SAH024D

PROACTIVE PROFESSIONAL MAINTENANCE PROGRAM

Comfort Control Systems proposes to perform professional **Proactive Preventive Maintenance** service for the equipment at **City of Willowick**, as outlined below:

EQUIPMENT		SERVICE DESCRIPTION
ROOFTOP HVAC UNIT	Filter Section	REPLACE FILTERS AS NEEDED.
	Fresh Air Damper	CHECK FOR PROPER OPERATION. ADJUST AND CALIBRATE. LUBRICATED BEARINGS.
	Return Air Damper	CHECK FOR PROPER OPERATION. ADJUST AND CALIBRATE. LUBRICATE BEARINGS.
	Exhaust Air Damper	CHECK FOR PROPER OPERATION. ADJUST AND CALIBRATE. LUBRICATE BEARINGS.
	Return and Supply Fans	LUBRICATE BEARINGS. CHECK FOR BEARING WEAR. CLEAN DIRT ACCUMULATION. CHECK DRIVE COUPLINGS AND TIGHTEN. CHECK BELTS AND REPLACE AS NECESSARY. CHECK ALIGNMENT OF SHAFT. CHECK FAN BLADE TIGHTNESS TO SHAFT.
	Return and Supply Fan Motors	INSPECT STARTER COILS. INSPECT AND CLEAN CONTACTS. TIGHTEN ALL ELECTRICAL CONNECTIONS. CHECK OPERATING CURRENT AND VOLTAGE. CHECK FOR VIBRATION. LUBRICATE BEARINGS. CHECK MOTOR INSULATION RESISTANCE. CHECK MOTOR MOUNTS AND TIGHTEN.
	Electrical Disconnect	INSPECT AND CLEAN CONTACTS. CHECK FOR PROPER OPERATION.
	Condenser fan	CLEAN DIRT ACCUMULATION. LUBRICATE BEARINGS. CHECK FOR BEARING WEAR. CHECK DRIVE COUPLING AND BELTS. ADJUST TIGHTNESS OR CHANGE BELTS AS NECESSARY.
	Condenser Coil	CLEAN FIN SURFACES. COMB BENT FINS. CHECK FOR LEAKS.

Compressor	<p>CHECK FOR CORROSION. INSPECT COMPRESSOR. CHECK FOR VIBRATION. CHECK OPERATION OF UNLOADERS. TAKE OIL SAMPLE FOR ANALYSIS IF APPLICABLE. CHANGE OIL AS NEEDED. PERFORM ACID TEST. CHECK CRANKCASE HEATER. CHECK SUCTION, DISCHARGE AND SUPERHEAT AND RECORD. CHECK AND ADJUST REFRIGERANT CONTROLS. LEAK TEST SYSTEM – ELECTRONIC. VERIFY COMPRESSOR AMP DRAW. VERIFY PROPER OIL PRESSURE AND LEVEL. VERIFY PROPER REFRIGERANT CHARGE. VERIFY PROPER OPERATING TEMPERATURES AND PRESSURES. ADJUST AS NEEDED.</p>
Cooling Coil	<p>INSPECT AND CLEAN SURFACES. COMB BENT FINS.</p>
Burner Section	<p>CHECK FOR CORROSION AND LEAKS. PERFORM DRAFT AND COMBUSTION TEST. CLEAN AND INSPECT NOZZLES. CLEAN AND INSPECT BLOWER. LUBRICATE BLOWER MOTOR. TEST SAFETY CONTROLS.</p>
Heating Section	<p>INSPECT AND CLEAN. CHECK FOR CORROSION. CHECK FOR LEAKS.</p>
General	<p>CHECK OUTSIDE AIR INTAKE</p>
SCREENS.	<p>CHECK ECONOMIZER OPERATION & MINIMUM POSITION.</p>

ADDITIONAL SERVICES INCLUDED

- YEARLY CONDENSATE PAN BACTERIA TREATMENT
- AS NEEDED BUT AT LEAST ONE TIME PER YEAR
CONDENSER COIL CLEANING
- FOLLOW UP REPORTS ON CONDITION AND
RECOMMENDATIONS AFTER EACH VISIT
- PLEATED FILTER CHANGE 2X PER YEAR
- YEARLY BELT CHANGE
- 2 INSPECTIONS PER YEAR

PROFESSIONAL PREVENTIVE MAINTENANCE AGREEMENT
PRICING AND ACCEPTANCE

CLIENT: **City of Willowick**
31230 Vine St.
Willowick, OH 44095
ATTN: Mr. Terry McCarthy

LOCATIONS:

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

Comfort Control Systems agrees to perform the proactive preventive maintenance, service and repairs on the equipment listed on page 5 in accordance with the "General Terms and Conditions."

City of Willowick, will be provided after each visit with a report of all services performed, findings and recommendations. Comfort Control Systems will provide all labor, tools, test equipment and materials where required to perform this professional proactive preventive maintenance program.

All preventive maintenance shall be done during regular working hours (7:00 AM - 5:00 PM Monday through Friday) unless otherwise specified. **City of Willowick**, to permit properly identified representatives of Comfort Control Systems access to the mechanical systems in your facility. Emergency service is available 24 hours per day.

The AGREEMENT PRICE is **\$6,980.00 per year**, to be paid **Quarterly** in advance, beginning on **February 1, 2025** and mailed to Comfort Control Systems 10147 H Royalton Rd. North Royalton, Ohio 44133 440/877-2000

This agreement is EFFECTIVE from the acceptance date for a period of one year.

Proposed by: *Jim Finucane* Date: February 1, 2025

CLIENT APPROVAL

Signature: _____

Title: _____

Acceptance Date: _____

GENERAL TERMS AND CONDITIONS

PRICE ADJUSTMENT

The AGREEMENT PRICE is subject to adjustment by Comfort Control Systems on the agreement anniversary date. This adjustment would provide for changes in labor and material costs. Notice of adjustment to the agreement price shall be provided in writing 30 days prior to the contract anniversary date.

LIABILITY

Comfort Control Systems responsibility for injury to persons or property shall be limited to injury caused directly by its negligence in performing operations under this agreement. Comfort Control SYSTEMS will not be liable for any equipment damaged by reason of client negligence, faulty system design, misuse, abuse by others or caused by conditions beyond our reasonable control. The certified coverage plan does not include the maintenance, repair or replacement of: electrical disconnects, cabinets, ductwork, insulation of any equipment not covered by this agreement, damage from freezing, corrosion, electrolysis, drain stoppage, or plumbing beyond equipment, gas lines, domestic water lines, non-moving parts of heating, cooling and ventilating equipment such as ductwork. In no event shall Comfort Control Systems be liable for business interruption losses or consequential or speculative damage. However, this shall not relieve Comfort Control System of liability for damages to property or injury to persons resulting from accidents caused directly by the negligence of Comfort Control Systems in the performance of its obligations under this agreement

ADDITIONAL WORK

Additional work or repairs as authorized by **City of Willowick, Willowick Municipal Center** and shall be billed in accordance with the PREFERRED PAYMENT TERMS AT THE PREFERRED CUSTOMER RATES.

PAYMENT TERMS: **Net 30 days, over 30 days,
1 1/2 % interest charge per month from date of invoice**

PREFERRED CUSTOMER RATES

Straight time \$95.00 per hour.
Overtime \$142.50 per hour.
20% discount off List Price on all parts and materials.

CLIENT RESPONSIBILITY

- Operate the equipment in accordance with manufacturer's recommendations.
- Promptly notifies Comfort Control Systems of unusual operating conditions.
- Pay for all materials and services not included in this agreement.
- Exceptions under this agreement Comfort Control Systems will pay for direct damage to equipment (not for any consequential damage or loss).

Exclusions

- Nuclear Destruction; War or Military Action; Ordinance or Law; Improper Conditions such as Light, Heat, Cold, Power; Environmental Catastrophe such as Floods, Earthquakes, Tornado, etc.

With this program the responsibility for maintaining your environmental control equipment is located at a single source, in the capable hands of a company that demonstrates a high level of technical competence, Comfort Control Systems.

Sunset Cinema LLC

2111 Cambridge Court, St. Marys, OH 45885

419-303-7371 or 419-305-6525

email: sunsetcinema.llc@gmail.com website: sunsetcinema.fun

Personal Services Agreement

Agreement made between Sunset Cinema LLC (hereby referred to as SSC) and City of Willowick Parks and Recreation (hereinafter referred to as 'PURCHASER'). It is mutually agreed between the parties as follows.

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

1. Place of Engagement: Dudley Park, 31500 Willowick Drive, Willowick, Ohio 44095
2. Contact person: Julie Kless
3. Engagement date(s): Sat, Jul 26, 2025
4. Approximate Start Time: Sunset
5. Screen size and equipment: 30 Foot Screen
6. Number of shows: 1
7. Cost per Show: \$ 1500
8. Generator Fee: \$ N/A
9. Agreed total price for show(s): \$ 1500
10. Form of Payment: **Check or ACH Transfer**

Payment to be made to Sunset Cinema LLC or their representative or by their designee who will be solely responsible for total payment. The initial deposit of \$ 750 of the total price and signed contract is due on March 1st, 2025. Deposits are non-refundable, unless the event is canceled by Sunset Cinema LLC. The contract must be electronically signed. Payment can be made via ACH or a check can be mailed to the address above.

The remaining balance of \$ 750 will be paid prior to setting up at the event location on Sat, Jul 27, 2024

Additional terms and conditions: Purchaser is responsible for providing a licensed film for showing. Please provide the cell phone number of the person in charge of the on-site staff/event.

Cell# Phone Number

Anthony Taylor & Mark Huber
sunsetcinema.llc@gmail.com

* Signature required

Stacey Thompson
sthompson@cityofwillowick.com

* Signature required

Mike Vanni
mvanni@cityofwillowick.com

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



Susan Napoli
 7460 Clover Ave
 Mentor, OH 44060

Item #8.

Phone: 440-975-0416

Customer Information

BILL TO:

CITY OF WILLOWICK
 31230 VINE ST
 WILLOWICK, OH 44095

Phone:

SERVICE LOCATION:

MANRY PARK- LAFORGE FOOTBALL FIELD
 30100 ARNOLD RD
 WILLOWICK, OH 44095

Phone:

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Recommended	Total Price
Manry Park - Outside Pool Area	Flea & Tick Control	3	Insect control applied to reduce populations of fleas, ticks and other nuisance pests in lawn.		\$156.00
MANRY PARK- LAFORGE FOOTBALL FIELD	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$131.11
MANRY PARK- LAFORGE FOOTBALL FIELD	Targeted Insect Control	10			\$276.90
Manry Parks- LaForge Football	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$131.11
Manry Parks- LaForge Football	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$131.11
Manry Parks- LaForge Football	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$131.11
Manry Parks- LaForge Football	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$131.11
Manry Parks- LaForge Football	Grub Preventative	10	Preventative treatment for sub-surface grub activity		\$276.90
Manry Pool (Inside Grassy Area)	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$59.59
Manry Pool (Inside Grassy Area)	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$59.59
Manry Pool (Inside Grassy Area)	Flea & Tick Control	3	Insect control applied to reduce populations of fleas, ticks and other nuisance pests in lawn.		\$119.18

Roosevelt School & Ball Fields	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$169.26	Item #8.
Roosevelt School & Ball Fields	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$169.26	
Roosevelt School & Ball Fields	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$169.26	
Roosevelt School & Ball Fields	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$169.26	
Roosevelt School & Ball Fields	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$276.90	
ROOSEVELT SCHOOL & BALL FIELDS	Targeted Insect Control	10		\$276.90	
Willowick Community Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$79.85	
Willowick Community Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$79.85	
Willowick Community Center	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$79.85	
Willowick Community Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$79.85	
Willowick Municipal Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$83.42	
Willowick Municipal Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$83.42	
Willowick Municipal Center	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$83.42	
Willowick Municipal Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$83.42	
Willowick Service & Bldg	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$119.19	
Willowick Service & Bldg	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$119.19	
Willowick Service & Bldg	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$119.19	
Willowick Service & Bldg	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$119.19	
WILLOWICK SERVICE & BLDG DEPARTMENT	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$119.19	

Description:

Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
 2. **Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
 3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
 4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
 5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
 6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
 7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
 8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
 9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
 10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
 11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
 12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
 13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
 14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
 15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
 16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
 17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
 18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
- THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement

shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

Item #8.

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

ORDINANCE NO. 2025 -9**AN ORDINANCE DIRECTING THE DIRECTOR OF FINANCE TO CERTIFY DELINQUENT ACCOUNTS TO THE LAKE COUNTY AUDITOR AND LAKE COUNTY TREASURER FOR COLLECTION AS PROPERTY TAX AND DECLARING AN EMERGENCY.**

WHEREAS, Council has been advised that monies are due the City for services provided in the performance of grass cutting and debris removal upon properties commonly known as:

<i>675 E. 305th St</i>	<i>\$204.26</i>
<i>30500 Lakeshore Blvd</i>	<i>\$474.26</i>
<i>30409 Oakdale Road</i>	<i>\$200.00</i>

WHEREAS, statements for said services in the amounts listed above have been forwarded to the individual owners of said properties and, to date, no payments have been received; and

WHEREAS, it has been recommended that said delinquency be placed upon the tax duplicate to be assessed against the subject real property.

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

SECTION 1. That the Director of Finance is hereby authorized and directed to certify to the Lake County Auditor and the Lake County Treasurer for collection as property tax, those monies due the City of Willowick from the individual set forth in Exhibit "A" that is attached hereto and made a part hereof, same to be collected at the next immediate collection period.

SECTION 2. That all formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting and all deliberations of this Council, or any of its committees that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. That all Ordinances or parts thereof in conflict with the provisions of this Ordinance is hereby repealed.

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

PASSED: _____, 2025

SUBMITTED to the Mayor for his approval

on _____, 2025

ATTEST:

Clerk of Council

President of Council

APPROVED by the Mayor on
_____, 2025

Mayor

EXHIBIT "A"

Name	Address	Parcel Number	Amount
Jacqueline Zerbe	675 E. 305 th St	28-A-040-F-00-020-0	\$204.26
Realty Income Corporation	30500 Lakeshore Bl.	28-A-043-O-00-018-04	\$474.26
Magdalene Girman	30409 Oakdale Rd	28-A-040-G-00-034-0	\$200.00



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

INVOICE

DATE OF INVOICE 01/15/2025
 INVOICE NUMBER 925678

Item #10.



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



0-740-87830-0000007-001-1-000-001-000-000
 CITY OF WILLOWICK
 ATTN: CHERYL BENEDICT
 30435 LAKE SHORE BLVD
 WILLOWICK OH 44095-4624

INVOICE SUMMARY

101-0010735-009 Firetruck Payment	03/01/2025	\$75,695.22	\$75,695.22
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IMPORTANT MESSAGES

We appreciate your business.

740-4006-1010F

PLEASE DETACH LOWER PORTION AND RETURN WITH THE ENCLOSED ENVELOPE.

INVOICE DATE	INVOICE NUMBER	DUE DATE	TOTAL AMOUNT DUE
01/15/2025	925678	03/01/2025	\$75,695.22

AMOUNT ENCLOSED

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

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

00009256780007569522

RESOLUTION NO. 2025 – 6

A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE) TO HUNTINGTON NATIONAL BANK IN THE AMOUNT OF \$75,695.22 FOR THE CITY OF WILLOWICK, AND DECLARING AN EMERGENCY

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

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

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

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

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

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

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

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

PASSED: _____, 2025

SUBMITTED to the Mayor for his approval
on _____, 2025

ATTEST:

Clerk of Council

Council President

APPROVED by the Mayor on
_____, 2025

Michael J. Vanni, Mayor



INVOICE

Willowick, City of
 30435 Lake Shore Boulevard
 Willowick, OH 44095

Invoice No.	M/LG0005812
Tax Point Date	Jan 07 2025
P.O. Number	

Account No.	DWIL2610
Contract Ref.	LSM0333CMI
Business Unit	LGVNA - Local Government
Payment Terms	30 days
Due Date	Feb 06 2025
Billing Cycle	Annual Billing

FAO: Cherly Benedict
 End user: Willowick, City of

Queries regarding this invoice please contact the Revenues Team at +1 (937) 836 4499 option 3 or via e-mail at Revenues@civicaUS.com

Licence, Support and Maintenance For the Period : 01/01/2025 to 12/31/2025	Qty	Unit Price	Price (Based on Period)
22-Database Support	7	174.60	1,222.20
80-Authority Forms - Finance	1	834.40	834.40

Currency	Dollars	Subtotal	2,056.60
		Tax	0.00
		Total	2,056.60

By Direct Debit to: Bank Details PNC Bank, Pittsburgh BSB : 041000124 Account No : 4206118301 Swift Code : PNCCUS33	OR	Please remit payment to: Civica North America, INC. PO Box 933422 CLEVELAND, OH 44193
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Please note that we will never ask you by email to make payment into a different bank account from the one for which you already have details. We will always advise by formal letter notification from Civica.



INVOICE

FAO: Cherly Benedict
 City of Willowick
 30435 Lake Shore Boulevard
 Willowick, OH 44095

Invoice No.	C/LG003238
Date	Jan 10 2025
P.O. Number	TBC

Account No.	DWIL2610
Contract Ref.	LGU0062CIT-A
Business Unit	LGVNA - Local Government
Payment Terms	30 days
Due Date	Feb 09 2025

Queries regarding this invoice please contact the Revenues Team at +1 (937) 836 4499 option 3 or via e-mail at Revenues@civicaUS.com

Description of Goods and Services	Price
98 - Authority Payroll - 1-Jan-25 to 31-Dec-25	5,823.68

Currency	Dollars	Subtotal	5,823.68
		Tax	0.00
		Total	5,823.68

<p>By Direct Debit to: Bank Details PNC Bank, Pittsburgh BSB : 041000124 Account No : 4206118301 Swift Code : PNCCUS33</p>	<p>OR</p>	<p>Please remit payment to: Civica North America, INC. PO Box 933422 CLEVELAND, OH 44193</p>
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Please note that we will never ask you by email to make payment into a different bank account from the one for which you already have details. We will always advise by formal letter notification from Civica.



INVOICE

FAO: Cherly Benedict
 City of Willowick
 30435 Lake Shore Boulevard
 Willowick, OH 44095

Invoice No.	C/LG003237
Date	Jan 10 2025
P.O. Number	SIGNED CONTRACT

Account No.	DWIL2610
Contract Ref.	CUS0587CIT-A
Business Unit	LGVNA - Local Government
Payment Terms	30 days
Due Date	Feb 09 2025

Queries regarding this invoice please contact the Revenues Team at +1 (937) 836 4499 option 3 or via e-mail at Revenues@civicaUS.com

Description of Goods and Services	Price
97 - Authority Finance - 1-Jan-25 to 31-Dec-25	8,017.82
87 - Authority Fixed Assets - 1-Jan-25 to 31-Dec-25	3,616.12
84 - Authority Requisition Routing - 1-Jan-25 to 31-Dec-25	661.80

Currency	Dollars	Subtotal	12,295.74
		Tax	0.00
		Total	12,295.74

By Direct Debit to: Bank Details PNC Bank, Pittsburgh BSB : 041000124 Account No : 4206118301 Swift Code : PNCCUS33	OR	Please remit payment to: Civica North America, INC. PO Box 933422 CLEVELAND, OH 44193

Please note that we will never ask you by email to make payment into a different bank account from the one for which you already have details. We will always advise by formal letter notification from Civica.

RESOLUTION NO. 2025 – 7

A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE) TO CIVICA IN THE AMOUNT OF \$20,176.02 FOR THE CITY OF WILLOWICK, AND DECLARING AN EMERGENCY

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

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

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

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

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

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

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

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

PASSED: _____, 2025

SUBMITTED to the Mayor for his approval
on _____, 2025

ATTEST:

Clerk of Council

Council President

APPROVED by the Mayor on
_____, 2025

Michael J. Vanni, Mayor

Payroll true-up reports

E-signature

WILLOWICK

Policy number 34305902-0

✓

✓

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True-up payroll summary

[View true-up payroll summary](#)

True-up premium summary

(P1) True-up premium:

\$164,235.00

(P2) Billed installment premium:

\$152,584.00

(P) Premium adjustment (P1 - P2):

\$11,651.00

Net transaction amount (P):

\$11,651.00

Amount due today:

\$11,651.00

I have read and agree to the terms and conditions

Submit

< Previous