



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

Tuesday, April 05, 2022 at 7:30 PM  
City Council Chambers

**ADA NOTICE**

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

**AGENDA (AMENDED)**

**CALL MEETING TO ORDER**

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**APPROVAL OF MINUTES**

- [1.](#) Motion to approve the minutes of the Regular City Council Meeting of March 15, 2022.

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

**ADMINISTRATIVE APPEALS**

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

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

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

**Service Director** – Todd Shannon

**Recreation Director** – Julie Kless

**City Engineer** – Tim McLaughlin

**Finance Director** – Cheryl Benedict

**Law Director** – Stephanie Landgraf

**Police Chief** – Brian Turner

**Fire Chief** – Joe Tennyson

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

**Economic Development Manager** – Monica Drake

**WARD MATTERS**

**PUBLIC PARTICIPATION**

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

## REPORTS OF STANDING COMMITTEES

**Finance** – Vanni, Bisbee, Koudela

**Safety** – Phares, Malta, Bisbee

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

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

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

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

**Budget** – Vanni, Koudela, Patton

## LIAISON REPORTS

**Planning** – Phares/Alternate Koudela

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

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

**Recreation Board** – Bisbee/Alternate Phares

**Plan Review Board** – Antosh

**Hearts & Hammers** – Malta

## FUND TRANSFERS & BID AUTHORIZATIONS

## CONTRACT APPROVALS

- 2. Motion authorizing the Mayor to enter into a contract with CIVICA North America for software and implementation fees to upgrade to Authority Finance, Authority Requisition Routing and Authority Fixed Assets in the amount of \$49,910.
- 3. Motion authorizing the Mayor to enter into a contract with Sunset Cinema LLC for the purpose of the Outdoor Family Movie Night at Dudley Park scheduled for July 23, 2022 at a cost of \$1400.00.
- 4. Motion authorizing the Mayor to enter into a contract with United Survey, Inc for the 2022 Lateral Program in the amount of \$198,400.00.

## INTRODUCTION & CONSIDERATION OF LEGISLATION

- 5. Report and recommendation from the Planning Commission on Ordinance No. 2022-12, 2022-13 and 2022-14.
- 6. Ordinance No. 2022-12 (Law Director)  
An Ordinance enacting Chapter 788 of the Codified Ordinances titled “Medical Marijuana Licensure,” and declaring an emergency.  
***Tabled 3-1-22 and 3-15-22 pending report and recommendation from Planning Commission.***

7. Ordinance No. 2022-13 (Amended) (Law Director)

An Ordinance enacting Chapter 789 of the Codified Ordinances titled “party event centers,” and declaring an emergency.

***Tabled 3-1-22 and 3-15-22 pending report and recommendation from Planning Commission.***

8. Ordinance No. 2022-14 (Law Director)

An Ordinance adopting a moratorium on applications for, and the granting of, zoning permits for any building, structure, use or change of use that would enable the adult use cultivation, processing, distribution or sale of marijuana for non-medical purposes for a period not to exceed twelve (12) months in order to allow the city to review applicable state and local laws, to plan for regulations relating to such uses, and declaring an emergency.

Tabled on 3-15-22 pending report and recommendation from Planning Commission.

***Tabled 3-1-22 and 3-15-22 pending report and recommendation from Planning Commission.***

9. Ordinance No. 2022-16 (Finance Director)

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

10. Ordinance No. 2022-17 (Law Director)

An Ordinance authorizing the approval of the Collective Bargaining Agreement between the City of Willowick and the American Federation of State, County, and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 688 (Service Unit), and declaring an emergency.

11. Ordinance No. 2022-18 (Law Director)

An Ordinance authorizing the approval of the Collective Bargaining Agreement between the City of Willowick and the American Federation of State, County, and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 688 (Secretarial Unit), and declaring an emergency.

12. Ordinance No. 2022-19 (As amended) (Finance Director)

An Ordinance amending Ordinance 2022-8 to provide for additional appropriations from the General Fund (101) for current expenses and other expenditures of the City of Willowick, State of Ohio, during the calendar year ending December 31, 2022, and declaring an emergency.

13. Resolution No. 2022-6 (Finance Director)

A Resolution to approve authorizations (Then and Now Certificate) to Aladtec in the amount of \$4,295.00, for the City of Willowick, and declaring an emergency.

14. Resolution No. 2022-7 (Law Director)

A Resolution authorizing the City of Willowick to participate in the Ohio Department of Transportation Contract (2022-2023) for the purchase of road salt, and declaring an emergency.

15. Resolution No. 2022-8 (Finance Director)

A Resolution to approve authorizations (Then and Now Certificate) to Sherman Valuation & Review, LLC in the amount of \$4,835.32, for the City of Willowick, and declaring an emergency.

**16. Resolution No. 2022-9 (Law Director)**

A Resolution authorizing the Mayor to enter into a contract with Broadway Excavating in an amount not to exceed \$55,000 for the emergency repair of the storm sewer at the intersection of Forestgrove Road and Fairway Boulevard, and declaring an emergency.

**MISCELLANEOUS**

- 17.** Motion to authorize the Mayor to sign the service agreement with Municode for an initial term of four (4) years.
- 18.** Motion to declare all items listed on Exhibit “A” as surplus, obsolete, unneeded, unfit for public use, and authorizing its sale or subsequent disposal.
- 19.** Motion authorizing the purchase of extrication equipment for the Fire Department from All American Fire Equipment in the amount of \$34,885.
- 20.** Motion authorizing the purchase of new hardware and software from SHI in an amount not to exceed \$20,000. The hardware and software is required to support the upgraded financial software from CIVICA International.

**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)*

**ADJOURN TO EXECUTIVE SESSION**

- 21. To discuss contract negotiations.

**RETURN TO THE TABLE FROM EXECUTIVE SESSION****ADJOURNMENT**



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

Tuesday, March 15, 2022 at 7:30 PM  
 City Council Chambers

**ADA NOTICE**

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

**MINUTES**

**CALL MEETING TO ORDER**

(Total meetings to date - 5)

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

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**PRESENT**

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

**ALSO PRESENT**

Mayor Regovich, Finance Director Benedict, Law Director Landgraf, Service Director Shannon, Chief Housing & Zoning Inspector Brennan, Recreation Director Kless, City Engineer McLaughlin, Economic Director Drake and Council Clerk Trend.

**APPROVAL OF MINUTES**

1. Motion made by Mr. Malta, seconded by Ms. Antosh to approve the minutes of the Regular City Council Meeting of March 1, 2022.

**Discussion:** None.

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

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

2. Motion to appoint Kira Shannon to the Civil Service Commission for a term of 6 years commencing March 15, 2022.

*Tabled 3-1-22/Tabled 3-15-22*

3. Motion made by Mr. Malta, seconded by Ms. Antosh declaring the month of April as Child Abuse Prevention Month in the City of Willowick.

**Discussion:** None.

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

#### ADMINISTRATIVE APPEALS

4. Administrative Appeal Order No. 2022-1 Parsons (Recommended by BZA)

An order granting a variance and exception to allow front yard parking in the application of Section 1163.105(a) of the Codified Ordinances in Board of Zoning Appeals.

Allen Parsons, 360 East 305th St.: Mr. Parsons is in front of Council seeking their approval for a variance on front yard parking. This is due to a driveway extension he installed in front of his house without a permit in July of 2020. BZA approved the initial request for the variance but Council denied it. He has been issued two (2) citations for continuing to park on the extension without a permit. The reason he continued to park on the extension is that he has a single car driveway to accommodate his pick up truck and work van with no safe way to switch his cars around being that he lives on E. 305<sup>th</sup> St. He stated there are at least thirteen other houses on E. 305th St. with driveway extensions.

Mr. Patton inquired of the thirteen other extensions if Mr. Parsons knew if permits were obtained. Mr. Parsons did not.

Mr. Malta inquired what type of trucks Mr. Parsons would be parking in the drive. Mr. Parsons stated currently only his pick up truck and sometimes a guest vehicle.

Ms. Antosh inquired why Mr. Parsons did not obtain a permit. Mr. Parsons stated an opportunity was presented to have the extension installed over a particular weekend prior to pulling a permit. He admits he is at fault for not obtaining the permit first.

Ms. Koudela stated that Mr. Parsons has admitted to his mistake and inquired if a different decision would be made if he had pulled a permit a week ago. Ms. Antosh is concerned that people would do work without obtaining a permit first if they were to see that there were no consequences.

Mr. Brennan stated the court date for Mr. Parsons sentencing on his second violation is on March 29th. Mr. Patton inquired if the sentencing date was set in accordance with the Council meeting tonight. Mr. Brennan stated it was.

Mr. Vanni has a concern that if Council grants the variance that the court will dismiss the issue. Mr. Parsons has been in violation of the Ordinance for the last year by continuing to park on the extension after Council denied the variance.

Mr. Patton's concerns are that Mr. Parsons continued to park on the extension over the last year and his details have changed over time as to who actually installed the extension.

Ms. Antosh inquired of Mr. Parsons why he continued to park on the extension after being told not to. Mr. Parsons stated it was a long process and he wanted to park on the new driveway.

Mr. Vanni feels that Mr. Parsons should go to his court date, come back in six months reapply and not park on the extension during that time.

Motion made by Mr. Malta, seconded by Mr. Phares granting a variance and exception to allow front yard parking in the application of Section 1163.105(a) of the Codified Ordinances in Board of Zoning Appeals.

**Discussion:** None.

**Vote:** Ayes: Koudela, Bisebee.

Nays: Vanni, Malta, Phares, Patton and Antosh. The variance was denied (5-2).

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

On Friday, March 11th the Fire Department, Ohio EPA and the Lake County Health Department were called to Cresthaven for a reported odor coming from the sewer. It was determined that there was fuel in the storm drain which was traced back to one of the new houses being built. An old fuel tank was located under ground and has since been removed. The Lake County Health Department will have all of their programs back up and running and there are currently no mask mandates or restrictions in affect in Lake County.

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

Mr. Malta inquired as to which outfall was near the fuel incident on Cresthaven. Mayor Regovich stated the one at East 284th and Lakeshore Blvd.

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

Report submitted electronically. The lights in Shoreland Crossing are currently working. The hot mix plant will start making asphalt on March 28th allowing for a more permanent fix for the potholes.

**Recreation Director – Julie Kless**

Breakfast with the Bunny will be on April 10th at the Willowick Community Center from 8:30 a.m. to 12:30 p.m. The Easter Egg Hunt will be on April 16th at Dudley Park starting at noon and registrations are currently being taken.

**City Engineer – Tim McLaughlin**

Lake County Utilities has no plan yet for the rebid on the water line replacement on Vine St. and will be resubmitting a new set of plans. One of the concerns at this time is about pavement repair and the cost. The bids for the Lateral Program are in and should be in front of Council at the next meeting.

**Finance Director – Cheryl Benedict**

Legislation is on the agenda for a new Sutphen Pumper for the Fire Department which the City will not take delivery of for approximately two (2) years. The budget has been amended to include the Sutphen Pumper and the City will be able to use ARPA funds for the purchase of a new sewer camera truck. Street Improvement has also been amended to include some change orders.

**Law Director – Stephanie Landgraf**

The City has received a settlement offer on the case of Concrete Inc. vs. City of Willowick.

**Police Chief – Brian Turner**

Report submitted electronically. Mr. Patton inquired about the Flock Camera System previously discussed. Chief Turner stated they are still looking into other options.

**Fire Chief – Joe Tennyson**

Report submitted electronically. The current pumper is sixteen (16) years old.

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

No written report.

**Economic Development Manager – Monica Drake**

Beaute Boutique, a full-service beauty salon will be opening up in Shoregate. An application has been submitted to Plan Review for a new business in the space next to Starbucks. This is a membership based business focused on providing members with office space, recording studio for pod casts etc. and also entrepreneur mentorship opportunities, with a focus on start-ups.

## **WARD MATTERS**

Mr. Phares stated that a no parking sign has been installed near the entrance of Legend Trails.

## **PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

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

None.

## **REPORTS OF STANDING COMMITTEES**

**Finance** – Vanni, Bisbee, Koudela

No report.

**Safety** – Phares, Malta, Bisbee

No report.

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

No report.

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

No report.

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

No report.

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

No report.

**Budget** – Vanni, Koudela, Patton

No report.

## **LIAISON REPORTS**

**Planning** – Phares/Alternate Koudela

Mr. Phares stated the Planning Commission met last night and will be sending Ordinance 2022-12 through 2022-14 back to Council with their report and recommendations.

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

No report.

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

No report.



**Recreation Board – Bisbee/Alternate Phares**

No report.

**Plan Review Board – Antosh**

No report.

**Hearts & Hammers – Malta**

Please contact Charlie Malta at 440-488-1757 to help with Spring cleanup.

**FUND TRANSFERS & BID AUTHORIZATIONS**

None.

**CONTRACT APPROVALS**

None.

**INTRODUCTION & CONSIDERATION OF LEGISLATION**

5. Ordinance No. 2022-8 (As Amended) (Finance Director)

An Ordinance to make appropriations for current expenses and other expenditures of the City of Willowick, State of Ohio, during the calendar year ending December 31, 2022, and declaring an emergency.

***1st Reading 2-15-22/2nd Reading 3-1-22/3rd Reading 3-15-22***

Motion made by Ms. Antosh, seconded by Mr. Vanni to adopt Ordinance No. 2022-8 as amended.

**Discussion:** None.

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

6. Ordinance No. 2022-12 (Law Director)

An Ordinance enacting Chapter 788 of the Codified Ordinances titled “Medical Marijuana Licensure,” and declaring an emergency.

***Tabled on 3-1-22 & 3-15-22 pending report and recommendation from Planning Commission.***

7. Ordinance No. 2022-13 as amended (Law Director)

An Ordinance enacting Chapter 789 of the Codified Ordinances titled “Party Centers,” and declaring an emergency.

***Tabled on 3-1-15 & 3-15-22 pending report and recommendation from Planning Commission.***

**Discussion:** Mr. Phares stated the two recommendations from the Planning Commission are: removing the limit of five (5) permitted "Party Centers" and renaming the Chapter to "Event Centers" instead of "Party Centers".

8. Ordinance No. 2022-14 (Law Director)

An Ordinance adopting a moratorium on applications for, and the granting of, zoning permits for any building, structure, use or change of use that would enable the adult use cultivation, processing, distribution or sale of marijuana for non-medical purposes for a period not to exceed twelve (12) months in order to allow the city to review applicable state and local laws, to plan for regulations relating to such uses, and declaring an emergency.

***Tabled on 3-1-22 & 3-15-22 pending report and recommendation from Planning Commission.***

**9. Ordinance No. 2022-15 (Law Director)**

An Ordinance authorizing the purchase of a 2022 Sutphen Pumper with custom Monarch Chassis with necessary accessories, through the Ohio Department of Administrative Services, Office of State Purchasing; and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Phares to waive the three readings on Ordinance No. 2022-15.

**Discussion:** None.

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

Motion made by Ms. Antosh, seconded by Mr. Vanni to adopt Ordinance No. 2022-15.

**Discussion:** None.

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

**10. Resolution No. 2022-4 (Law Director)**

A Resolution adopting federal grant compliance policies for the City of Willowick, Ohio and declaring an emergency.

Motion made by Mr. Malta, seconded by Ms. Antosh to waive the three readings on Resolution No. 2022-4.

**Discussion:** None.

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

Motion made by Ms. Antosh, seconded by Mr. Phares to approve Resolution No. 2022-4.

**Discussion:** None.

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

**11. Resolution No. 2022-5 (Law Director)**

A Resolution authorizing the Mayor of the City of Willowick to enter into a contract with Huntington National Bank, or a related subsidiary, for seven (7) years in the principal amount of Four Hundred Eighty Thousand, One Hundred Thirty-One Dollars and Twenty-Two Cents (\$480,131.22) at an interest rate not to exceed 2.58% for the purpose of financing the purchase of a Sutphen Pumper with custom Monarch Chassis and necessary accessories, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Malta to waive the three readings on Resolution No. 2022-5.

**Discussion:** None.

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

Motion made by Ms. Antosh, seconded by Mr. Phares to approve Resolution No. 2022-5.

**Discussion:** None.

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

**MISCELLANEOUS**

Mr. Phares inquired about streaming the Council meetings. Mr. Patton stated the discussion would be revisited to give the Council members an opportunity to consider it. Mr. Malta offered condolences from City Council to the Ertter family as Joe Ertter has passed away.

**PUBLIC PARTICIPATION**

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

None.

**ADJOURN TO EXECUTIVE SESSION**

- 12. Motion made by Mr. Malta, seconded by Ms. Antosh to adjourn to Executive Session to discuss contract negotiations and pending litigation at 8:33 p.m.

**Discussion:** None.

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

**RETURN TO THE TABLE FROM EXECUTIVE SESSION**

Motion made by Mr. Malta, seconded by Ms. Antosh to return to the table from Executive Session at 9:15 p.m.

**Discussion:** None.

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

Offers were presented to the City in reference to two (2) cases that are pending in court with the City of Willowick being the defendant: Concrete Inc. v. The City of Willowick and Concrete Inc. v. Kurtz Brothers Inc., et al.

Motion made by Mr. Phares, seconded by Ms. Antosh to authorize the Mayor to accept the material terms of the offers to resolve both cases.

**Discussion:** None.

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

**ADJOURNMENT**

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

**Discussion:** None.

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

Meeting adjourned at 9:17 p.m.

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PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

## CIVICA SUPPLY, IMPLEMENTATION AND SUPPORT CONTRACT

### BETWEEN

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

### BACKGROUND

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

### AGREED

#### 1. Definitions

- 1.1 The following definitions apply to this Contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Contract Term**

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

## **3. Civica Obligations**

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

3.4.5 use by Customer of non-manufacturer recommended media and supplies, or any neglect or improper use, or electrical disturbances, or any unauthorized use, of the Products, Software and Services or modification by persons other than Civica employees.

3.5 Subject to reasonable notice, Civica will provide information that Customer reasonably requests in order to meet its audit requirements. Civica reserves the right to charge a reasonable fee if Customer requires Civica to hold and make available information that is not covered by normal accounting practices and would not normally be made available by a commercial organization.

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

4.1 Civica grants to Customer upon payment of the applicable License Fees and subject to the terms and conditions in this Contract, a non-exclusive, non-transferable, term license in object code only to use the Software. The Software shall include any Maintenance releases and/or updates of the Software licensed to Customer under the Support Services.

4.2 Without prejudice to the other provisions of this Contract, the license granted in Clause 4.1 is subject to the following conditions:

4.2.1 The license is personal to Customer and the Software may only be used by Customer for its internal business purposes on a computer system meeting the Minimum Hardware Requirements.

4.2.2 Except to the extent permitted by law, Customer shall not, nor permit any third party to, adapt or modify the Software, or decompile, reverse engineer, disassemble or otherwise derive the source code of the Software.

4.2.3 Server elements of the Software are only licensed for use on a single live database and no more than two additional databases may be used for the purposes of testing and training only.

4.2.4 Customer may only make as many copies of the Software as are reasonably necessary for operational security, including back-up purposes, and lawful use. Such copies and the media on which they are stored shall be the property of Civica. Customer shall make full and accurate records of such copying and location of the copies and make these available to Civica upon request.

4.2.5 The Software is the confidential proprietary information of Civica or its licensor and as such Customer shall not modify or remove any copyright or proprietary notices on the Software and shall reproduce such notices on any copies of the Software and shall treat such Software as confidential.

4.2.6 The Software may only be installed at the Installation Address. If Customer wants to change the Installation Address prior consent is needed from Civica.

4.2.7 Customer shall not permit any third party to use, access or possess the Software nor use the Software on behalf of or for the benefit of any third party, including any consulting, service-bureau, time-sharing, rental or services of any other kind, except for a third party which provides outsourced services to Customer under a written agreement. The Customer shall be liable to and warranty Civica in full in respect of any breach of the license conditions or obligations of confidentiality caused by such third party, as if such acts or omission were its own.

4.2.8 If the Software fails to operate due to Customer linking to, accessing or otherwise using the Software or causing the Software to be used in conjunction with, any third party software, database or other application without the prior written consent of Civica then Civica shall not be liable. Customer is not allowed to use third party software which is designed to replicate, run or operate in conjunction with the Software without Civica's written consent.

4.3 Products, including Third Party Software, and Open Source Software supplied by Civica will be subject to separate license terms and conditions as notified to Customer by Civica. Civica will pass through all licenses, terms and warranties to Customer upon receipt of payment for the Products. In the event of conflict between the third party license terms and the terms of this Contract, the third party license terms shall prevail in respect of such Products only.

4.4 Customer acknowledges that the Software may incorporate technical means of enforcing or monitoring the license terms of the Software, which may result in Customer being unable to utilize the Software beyond these Contract terms.

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

## **5. Customer Obligations**

### **5.1 Customer shall:**

- 5.1.1 only use the Products, Services and Software in accordance with the usage restrictions shown in Schedule 1;
- 5.1.2 use the Software in accordance with the license terms set out in Clause 4;
- 5.1.3 promptly pay to Civica the Fees and any other charges due under this Contract in accordance with Schedule 3;
- 5.1.4 where required, permit reasonable access by Civica to its sites including the Installation Address, in order for Civica to (i) perform its obligations under this Contract; and (ii) ensure compliance with the terms of the Software license;
- 5.1.5 where Civica personnel are required to work at Customer sites, ensure that its personnel provide all reasonable assistance including desk space, telecommunications equipment and administrative support, as and when required by Civica to discharge its obligations, and particular take all measures necessary to comply acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of this Contract;
- 5.1.6 carry out and comply with the Customer Responsibilities;
- 5.1.7 be responsible for (i) its connectivity to the Internet including remote support access by Civica; and (ii) the compatibility between its IT system and the Software and/or Products;
- 5.1.8 when notified by Civica or the owners of Products supplied, implement promptly any Maintenance Releases or other fixes or upgrades of any system software necessary for the successful operation of the Software and Products;
- 5.1.9 purchase the necessary upgrade to the license to accommodate higher volumes of usage when any license usage restrictions are exceeded, if applicable.

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

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

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

## **6. Services**

- 6.1 Unless otherwise stated in Schedule 2 the Services will be provided by Civica or its affiliates or its or their representatives or contractors on Working Days, either at Civica sites or at the Installation Address.
- 6.2 Customer will give to Civica promptly upon request such information and documents as Civica reasonably requires for the provision of the Services.
- 6.3 Services will be provided in accordance with this Contract and in particular Schedule 2. Each party shall perform its obligations set out in this Contract in a timely manner.
- 6.4 If the dates scheduled for delivery of the Implementation Services are deferred or cancelled by Customer, Civica may revise any scheduled date for completion of any part of the Implementation Services and/or change for the days as detailed in Clause 12.5.
- 6.5 Support Services are only available for the then current and immediately preceding release of the Software.



## Additional Services

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

## 7. Delivery and Acceptance

- 7.1 Upon delivery of any Products to Customer's premises risk shall pass to Customer; title to and property in the Products shall remain with Civica until payment for the Products is made in full by Customer and is received by Civica.
- 7.2 Where installation of Software:
- 7.2.1 is by Civica, delivery shall be the date when Civica installs the Software onto the associated hardware either at Civica's premises, or premises of a third party acting on Customer's or Civica's instructions, or the Installation Address;
- 7.2.2 is a Customer Responsibility, delivery shall be the date the Software is delivered to Customer (either by a physical delivery on media, or remotely by electronic means).
- 7.3 Acceptance of Software shall be on the earlier of:
- 7.3.1 delivery or delivery and installation of the Software as detailed in Clause 7.2; or
- 7.3.2 deemed to have occurred on the date of first live use or processing of data (except for testing purposes).

## 8. Warranties

- 8.1 Each party warrants to the other that it has the full power and authority to enter into and perform this Contract.
- 8.2 Civica warrants in respect of the Software:
- 8.2.1 that it will, during normal use, provide the facilities and functions described in the accompanying software manuals. Such warranty will start upon acceptance of the Software (in accordance with Clause 7) and continue for so long as the Software is supported by Civica and Customer continues to pay the Annual Fees and Support Fees; and
- 8.2.2 it has tested for viruses in the Software using commercially available virus checking software consistent with current industry practice.
- 8.3 If the Software fails to comply with the warranty in Clause 8.2 and Customer gives Civica written notice of such breach together with such information as may be reasonably necessary to assist Civica in resolving the breach, Civica shall at its own expense and within a reasonable time:
- 8.3.1 remedy the breach by repairing or replacing the Software or any part; or
- 8.3.2 advise how to achieve substantially the same functionality as described in the software manuals through a different procedure from that set out in the software manuals; or
- 8.3.3 refund the appropriate portion of the Licence Fees paid for the Software or module provided Customer deletes and returns all copies of the Software or module to Civica.
- 8.4 The warranties in Clause 8.2 shall not apply if the Software is:
- 8.4.1 not being used in accordance with Clause 4;
- 8.4.2 not used in accordance with the software manual;
- 8.4.3 used in a manner for which it was not intended or other than as permitted by this Contract; or
- 8.4.4 Third Party Software or Open Source Software.
- 8.5 Customer acknowledges that:
- 8.5.1 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of this Contract;

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

- 8.6 Subject to Clause 4.3 Civica shall pass to Customer the benefit of any warranties for the Products that are available from the manufacturers.
- 8.7 Civica warrants that the Services will be carried out with reasonable skill and care and in accordance with good industry practice. In the event of a breach of the warranty under this Clause 8.7 and provided such breach is reported to Civica within a reasonable time (given the nature of the Service) after completion of the Service and, Civica shall re-perform the Service without additional charge to Customer within a reasonable period of time.
- 8.8 The express terms of this Contract are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

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

- 9.1 All IPR in the Software, any Products and the Services supplied by Civica from time to time, including all trade secrets, copyright, patent rights, ideas and any other IPR in relation thereto, shall belong to Civica or its suppliers or a third party licensor.
- 9.2 Civica shall defend or, at its option, settle any claim brought against Customer that its normal use or possession of the Software, excluding Products and Open Source Software, in the US and in accordance with this Contract infringes any IPR of any third party and shall indemnify Customer against any damages finally awarded against Customer in respect of such claim and any reasonable costs and expenses incurred by Customer provided that:
- 9.2.1 it notifies Civica immediately and shall not make any comment or admission to any third party in respect thereof;
- 9.2.2 Civica is given complete control of such claim, all information and assistance as Civica reasonably requires at Civica's cost, and Customer does not prejudice the defense of such claim; and
- 9.2.3 the claim does not arise as a result of (i) any circumstances set out at Clause 8.4; and/or (ii) breach of Clause 4.
- 9.3 In the event that a claim as contemplated by Clause 9.2 is made or in Civica's opinion is likely to be made, Civica may at its option:
- 9.3.1 procure the right for Customer to continue to use the Software affected;
- 9.3.2 change or replace all or any part of the Software; or
- 9.3.3 terminate this Contract immediately upon written notice in respect of the affected Software.
- 9.4 Clauses 9.2 and 9.3 state the entire liability of Civica to Customer in respect of any claim as contemplated by Clause 9.2.

## **10. Customer Data**

- 10.1 Civica acknowledges that title and all copyright and other intellectual property rights in Customer Data will remain at all times owned by Customer. Civica further acknowledges the sensitivity of all Customer Data and commits that all data will be safeguarded as it would safeguard its own proprietary information. Customer acknowledges that Civica does not desire to process protected health information or other personal information or personal data; Customer represents that Customer Data will not include such information, and Customer will not provide or otherwise make such information available to Civica or otherwise through the Products, Software, or Services.
- 10.2 Customer grants to Civica a non-exclusive, non-transferrable, royalty-free license for the term of this Contract to use, copy, reproduce, adapt and modify Customer Data for purposes of this Contract.
- 10.3 Civica will immediately permanently delete or destroy, all Customer Data in the possession or control of Civica or its agents or contractors upon receiving a written request from the Customer.
- 10.4 Civica will, at no additional cost to Customer, comply with Customer's reasonable security requirements for the handling of Customer Data.

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

## **11. Confidentiality**

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

## **12. Payment Terms**

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

- 12.5.2 where able redeploy such staff but in the event the days cannot be re-assigned Civica may charge for these. The rates chargeable for cancellation or deferment where there is: (i) less than 48 hours' notice is 100% per day; (ii) less than 7 days' notice is 75% per day; and (iii) more than 7 days' notice is 50% per day; together with any expenses already incurred or non-refundable e.g. train or air fares.
- 12.6 In the event live use of any Software is delayed by Customer, for 2 months or more after acceptance occurs, then Civica reserves the right to invoice the relevant Fees to Customer for payment. Any costs incurred by Civica as a result of Customer deferring the Software or Services under this Contract e.g. Product charges, will be invoiced on such notice of deferment. Where Civica is able without liability to defer such orders for Products it will do so.
- 12.7 Civica may increase its Fees in line with the then current prices of Civica and its suppliers as follows:
- 12.7.1 except for third party costs, the percentage increase may be applied not more than once per Year or as otherwise agreed in Schedule 3. and as a general rule shall not exceed 6% per year but is subject to change; and
- 12.7.2 in respect of third party costs over which Civica has no control (for example energy; Microsoft licences or other third party licensing; charges) the percentage increase shall match the increase applied by the third party, as detailed in Clause 12.8.
- 12.8 Civica may increase the charges at any time to take into account third party costs, over which Civica has no control (for example energy; Microsoft licences or other third party licensing; charges) and apply the increase to the charges to match the increase applied by such third party, in respect of that element of the charges. Upon request, Civica shall provide evidence of such increase applied by the third party.
- 12.9 All daily prices referred to in this Contract are exclusive of transport, travel, subsistence or out of pocket expenses incurred by Civica in carrying out the Services unless otherwise shown in Schedule 3.
- 12.10 Any undisputed amount due hereunder and not received by Civica by the applicable due date shall bear an additional charge of one and an half percent (1.5%) per month (or the maximum rate permissible under applicable law, if less than the foregoing) from the date due until paid. Civica shall be entitled to reimbursement of reasonable collection costs and attorneys' fees in the event Civica retains a collection firm or legal counsel due to Customer's non-payment of fees.
- 13. Limits of Liability**
- 13.1 Neither party excludes or limits liability to the other party for:
- 13.1.1 death or personal injury arising from its negligence; or
- 13.1.2 fraud or fraudulent misrepresentation; or
- 13.1.3 to the extent such limitation or exclusion is unlawful.
- 13.2 Notwithstanding anything to the contrary in this Contract, but subject to Clause 13.1 neither Civica nor Customer shall be liable to the other for any of the following (whether or not the party being claimed against was advised of, or knew of, the possibility of such losses) whether arising from negligence, breach of contract or otherwise:
- 13.2.1 loss of profits, loss of business, loss of revenue, loss of contract, loss of goodwill, loss of anticipated earnings or savings (whether any of the foregoing are direct, indirect or consequential loss or damage); or
- 13.2.2 loss of use or value of any data or equipment including software, wasted management, operation or other time (whether any of the foregoing are direct, indirect or consequential); or
- 13.2.3 any indirect, special or consequential loss or damage; or
- 13.2.4 the poor performance, or lack of connectivity, or lack of availability of the Internet or telecommunications or hardware;
- 13.2.5 loss or damage to the other party's or any third party's data or records.

- 13.3 Except where liability arises under Clauses 13.1 and subject to Clause 13.2 Civica's total aggregate liability in or for breach of contract, negligence, misrepresentation (excluding fraudulent misrepresentation), tortious claim (including breach of statutory duty), restitution or any other cause of action whatsoever relating to or arising under or in connection with this Contract (including performance, non-performance or partial performance), and including liability expressly provided for under this Contract shall not exceed 100% of the price paid or payable for the Services during the 12 months preceding the date on which the claim arose.
- 13.4 Except as expressly provided otherwise by these terms and conditions or as otherwise expressly agreed in writing between the parties, all other representations, conditions, warranties and other terms are excluded (including any statutory implied terms as to satisfactory quality, fitness for purpose and conformance with description) save to the extent that the same are not capable of exclusion at law.
- 13.5 Notwithstanding Clause 4.2.7 Civica shall have no liability or obligations to Customer's outsource provider (if any).
- 13.6 Any cause of action arising from this Contract must be commenced within one year after the cause of action accrues.

#### **14. Termination**

- 14.1 Civica may suspend its obligations under this Contract including providing Support Services, or may terminate Customer's Software licence and/or the Contract at any time upon written notice to Customer, if Customer fails to pay any Fees due under the Contract for 30 days after the due date for payment or is in breach of Clause 4 (Software Licence) or Clause 18.5 (Assignment).
- 14.2 Either party may terminate this Contract (which right shall also extend to the right to terminate any Software licence granted under Clause 4) forthwith at any time by giving notice in writing to the other party if:
- 14.2.1 the other party commits any material breach of this Contract (other than Customer's obligation to pay under the Contract which is addressed by Clause 14.1 above) provided that if the breach is remediable then the notice of termination shall not be effective unless the party in breach fails within thirty (30) days of the date of such notice to remedy the breach complained of; or
  - 14.2.2 if one party serves notice on the other in accordance with Clause 2.1.1, any Fees paid in advance shall not be refunded; or
  - 14.2.3 one party suffers for a period of 30 consecutive days or more due to a force majeure event described in clause 18.8; or
  - 14.2.4 the other party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due or other similar event.
- 14.3 The accrued rights and remedies of the parties as at termination shall not be affected.

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

- 15.1 Upon termination of this Contract, Customer shall immediately cease using the Software and Services, deleting all relevant Software and data from both Customer's machines and backup media and upon request provide Civica with written confirmation of deletion.
- 15.2 Upon termination of this Contract, Customer shall immediately deliver up to Civica:
- 15.2.1 the Software and any copies thereof, any related manuals and documentation; and
  - 15.2.2 any Civica Hardware held at Customer sites, and
  - 15.2.3 all copies of Civica's Confidential Information and copies of programs, manuals and documentation used by Civica for the purpose of providing the Services.
- 15.3 Upon termination of this Contract, Civica shall immediately deliver up to Customer any copies of Customer's Confidential Information and data in its possession that Customer requests are returned.

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

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

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

## **16. Audit**

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

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

## **17. Corruption**

17.1 Civica shall not:

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

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

## **18. General**

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

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

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

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

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

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

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

- 18.6 The provisions of this Contract shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable and the remaining provisions shall remain enforceable to the fullest extent permitted by law. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects their intent in entering into this Contract.
- 18.7 Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 18.8 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Contract, excluding Customer's obligation to pay the Fees, if it is due to a force majeure event: any event beyond the reasonable control of a party to this Contract including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies. The party subject to such event shall, as soon as practicable, give notice of the event to the other party, such notice to include a reasonable forecast of the duration of the force majeure event. If such delay or failure continues for at least 30 days, either party shall be entitled to terminate this Contract in accordance with clause 14.2.3.
- 18.9 For so long as the Customer is a Civica client and for a period of (12) months after termination, each party agrees that it will not employ or solicit for employment, directly or indirectly, any person employed by the other party without prior written permission of the other party.
- 18.10 All disputes arising out of or under this Contract that are not resolved by the day to day contacts of the parties shall be escalated internally by both parties for resolution. Second level escalation is to the day to day contacts managers and then third level is to that manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the state or federal courts located in Dayton, Ohio.
- 18.11 This Contract shall be interpreted according to the laws of the State of Ohio without regard to or application of choice-of-law rules or principles. The venue for any claims arising under this Contract shall be state or federal courts located in Dayton, Ohio. The venue for claims arising under this Contract may be changed to another Ohio city upon request by Customer. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts as set forth in this Clause 18.11 and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall be excluded.

**SCHEDULE 1 – Contract Particulars****Customer Name:** City of Willowick**Installation Address:** 3045 Lakeshore Blvd., Willowick, OH 44095**Contact:** Cheryl Benedict**Email:** CBenedict@cityofwillowick.com**Phone:** 440-585-3700**Usage Restrictions:** Single instance at customer installation address.**Minimum Hardware Requirements:**

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

**Installation of:** Authority Finance, Authority Requisition Routing, Authority Fixed Assets**Third Party Software:** N/A**Support Services:** for Civica Software only, 3<sup>rd</sup> Party VPN



## **SCHEDULE 2: Services**

<b>Civica Software being provided</b>
Authority Finance w/Requisition Routing
Authority Fixed Assets

### **Support Services**

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

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

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

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

#### **Exclusions**

The following applies to our support:

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

### Go live up to first two weeks:

- ▶ As part of the Go / No Go stage gate, any outstanding system(s) issues will be transitioned to and managed by the Civica Service Desk and all issues will be recorded as support incidents.
- ▶ The Civica Service Desk will triage the incidents to determine the appropriate response, and liaise with the Civica Project Manager / designated lead as appropriate.
- ▶ Issues will be responded to according to their impact and urgency; i.e. the effect on normal business operations as per the Incident Priorities, (detailed previously in this document), however incidents received in this first period after go live will receive additional focus to ensure the new users receive the support they need.
- ▶ Incidents during this period will be reviewed daily by the project manager and Civica Service Desk team, and progress updates for the customer will be updated on the web based Customer Support System.

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

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

Support Services are described in this Schedule 3.

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

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

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

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

<b>SERVICE LEVEL AGREEMENT (SLA)</b>			
<b>Severity A (Critical)</b>	<b>Severity B (High)</b>	<b>Severity C (Medium)</b>	<b>Severity D (Low)</b>
Functionality is completely blocked or system is not working and the application cannot work at all.	Functionality is not working as expected and any Workaround would be highly inconvenient, however other modules within the application are still working.	Functionality is not working as expected and an acceptable Workaround can be leveraged.	Functionality may not be exact, however, the application and system are still working with accurate results.
<b>Workaround</b>			
There is no work around to the problem immediately available (i.e. the job cannot be performed in any other way).	There is a temporary workaround to the problem (i.e. the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There may or may not be an acceptable workaround to the problem, however, the application and system are still working with accurate results.

<b>Response Time (A technical resource has evaluated the issue and acknowledged with the Customer)</b>			
Within one (1) working hour.	Within four (4) working hours.	Within eight (8) working hours.	Within sixteen (16) working hours.
<b>Resolution Effort</b>			
Continuous resources, up to 8 working hours per Working Day, until resolved.	Target resolution within three (3) Working Days.	Target resolution within thirty (30) calendar days or any other mutually agreed date.	Target resolution within sixty (60) calendar days or any other mutually agreed date.

*Below are general examples regarding the classification of severity levels. In addition, Civica will take into consideration the Customer's deadlines and other special circumstances when classifying the severity of a problem.*

#### Severity A

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

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

#### Severity B

Customer can continue with business operations.

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

#### Severity C & D

Customer's day to day business operation unaffected.

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

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

### **Part 1: Fees**

Description	Fees & Charges	
	Initial Fees \$	Incremental Annual Fees \$
1. Software (License Fees) Authority Finance Authority Requisition Routing Authority Fixed Assets	\$9,250 \$500 \$6,750	Not Applicable Not Applicable Not Applicable
2. Implementation Services	\$33,410	Not Applicable
Total	\$49,910	Not Applicable

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

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

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

### **Part 3 – Payment Profile: Initial Fees**

Upon Contract	Initial Fees	
	Target Date	Amount (\$)
License Fees (annual fees included)	Upon Contract signature	\$16,500
Implementation Services	Upon Contract signature	\$33,410
<b>Total</b>		<b>\$49,910</b>

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

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

All annual support fees listed below will be payable from January 1, 2023.

Payment Trigger	Annual/Support Fees	
	Annually	2023 Amount (\$)
Authority Finance	✓	\$6,938.08
Authority Requisition Routing	✓	\$572.68
Authority Fixed Assets	✓	\$3,129.14
Payroll Client Server	✓	\$3,960.07
<b>Total</b>		<b>\$14,599.97</b>

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

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

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

***Pricing valid until April 30, 2022.***

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

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

Name : .....

Name : .....

Title : .....

Title : .....

Date : .....

Date : .....

# Sunset Cinema LLC

2111 Cambridge Court, St. Marys, OH 45885

419-303-7371 or 419-305-6525

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

## Personal Services Agreement

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

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

1. Place of Engagement: Dudley Park, 31500 Willowick Drive, Willowick, Ohio 44095
2. Contact person: Julie Kless
3. Engagement date(s): 7/23/2022
4. Time: Sunset
5. Screen & Show Type: 30 Foot Screen – Outdoor Movie
6. Generator: No
7. Number of shows: One
8. Agreed total price: \$1400
9. Form of Payment: **Check**

Payment to be made to Sunset Cinema LLC or their representative by the City of Willowick or their designee who will be solely responsible for total payment. Deposit of **\$700** to be returned with this signed contract by: May 1st, 2022, **payable and sent to Sunset Cinema LLC, 2111 Cambridge Court, St. Marys, OH, 45885.** Deposits are non-refundable.

Return one signed copy of the contract and keep one for your records. The balance of **\$700** is payable to Sunset Cinema LLC and is due at the beginning of the engagement before the setup.

Additional terms and conditions: Purchaser is responsible for providing a licensed film for showing. Please provide the cell phone number of the person in charge of the on-site staff/event.  
Cell# 440-479-2633

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
Sunset Cinema LLC

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

# Sunset Cinema LLC Contract Rider

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

1. **LOAD IN:** Purchaser will provide accurate directions to the site, and access to the site by at least 4 hours prior to the showing. The location must have an accessible same-level load-in area, or an elevator to transport equipment.
2. **SET UP:** The screen must be placed on a clean, dry, level surface at least 40 ft. wide, with access to the show area by vehicles. The location must provide a minimum setup area of 40'x40', and a minimum ceiling clearance, if applicable, of 30 feet. Stakes will be inside of a roughly 60x50ft. area. The 3/4-inch-thick stakes must be 28 inches into the ground. If the location is not on dirt or grass, the purchaser must provide suitable ballasts of at least 800 lbs at 4 spots around the screen. These can be water filled barrels, etc. Please contact us in advance if we are setting up on pavement/concrete/etc. The location must be free of any aerial or ground obstructions 30 feet high and 30 feet behind the screens. Please advise us if there are any utilities/water lines/pipes etc. 24 inches or less depth in the area of the screen. **A completely dark viewing area is needed in order to see the brightest image. Please be able to turn off any surrounding lights.** Failure to have control of lighting in the area can drastically reduce the image quality and will thus provide a subpar experience to viewers.
3. **POWER:** Purchaser agrees to provide sufficient power at the site. We need a maximum of four 20 amp (normal household outlet) circuits. These need to be on separate 20 amp breakers, not four outlets that run off the same breaker. If you do not have enough circuits, or are not sure, let us know and we can arrange a rental of our generator for power for \$50. Power must be located no more than 80 feet from the screen area. Lack of adequate site power to properly run the equipment is not the responsibility of SSC. We cannot be held responsible for instances where power is disrupted for whatever reason, be it caused by circuit breakers tripping, power outages or our supply being disconnected by third parties, either willfully or by accident.
4. **The weather clause:** Weather is the outdoor event planner's biggest variable. We can't change the weather, but there are ways to plan for it. We have radar on our cell phones, for frequent checking of local Doppler radar; this is a big help in planning for the evening. Sometimes having a rain date works, but it can complicate the schedule. You *may* shift event dates due to forecasted inclement weather. No charges will be applied if our staff has not begun traveling to your venue. Availability of the new date is not guaranteed until confirmed by us. We try to reserve the last two weekends of the season to make up any canceled shows from the season. It works well and is easy to manage. Our guarantee: If inclement weather prevents the complete screening of the film, where less than 50% of the film is presented, SSC guarantees the purchaser one make-up event in the current season. Two fees will be charged: travel costs, if any, that are associated with returning to your venue, and a \$200-\$400 weather related cancellation fee to cover employee time etc. AirScreens can take winds up to 24 mph (when trees start to sway vigorously). We can setup equipment with winds of up to 15 mph. Once the screen is standing, it can handle winds of 24 mph. Our technicians utilize a handheld anemometer to check wind speeds. Wind Speeds beyond 24 mph, they will immediately deflate the screen. The screen can safely deflate in less than 20 seconds.



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

5. Movies must be licensed DVD's in most cases. As the equipment provider, we are no longer allowed to obtain the license for you, the end-user. Movie licensing must be taken care of before you begin advertising the title of your movie. Visit [www.swank.com](http://www.swank.com) for information on film licenses for the title you want. **The selected film must be available on DVD.** Also, advertising restrictions may apply. Additionally, SSC will not show any videos or clips that contain any nudity, graphic violence, or explicit language, particularly if any guests may be under the age of 21. SSC is not responsible for any liability due to, but not limited to, video content or licensing.
6. Time; SSC begins setup approximately 2 hours prior to the movie time/sunset. . The AirScreen and sound system will be setup within approx. one to two hours, weather/wind permitting. Audio equipment setup and testing begins after the screen is standing, and projection tests begin at dusk. The AirScreen will begin deflating approx. 5-10 minutes after the end of the movie. After the movie, all equipment will be removed within 1.5 hours. Please ensure that we have access to the site for at least 1.5 hours after the movie ends.
7. Every SSC event includes the following: Our AirScreen inflatable movie screen, a projection system, a pro-audio system, on-site technicians, event liability insurance, generators if needed\* (sufficient only for our equipment), an anemometer for measuring wind speed, and backup systems for some of the equipment. Should a bulb fail in the projector, the second bulb in the projector will allow the show to continue, with some reduction in brightness. In the rare event of the total failure of some vital equipment, SSC will reschedule a re-showing at a mutually agreeable time. Responsibility for re-renting the licensed DVD will be the purchasers.
8. If you intend to have other media such as sponsorship ads presented by SSC, your choices of media and advertisements need to be submitted one month before your event. We will test your specified presentation and project it at the event.
9. No guests are permitted on or near the screen (i.e. kids) or in the projection area. Damage to our equipment caused by moviegoers is the responsibility of the purchaser. Purchaser is responsible for crowd control and security.

## Tips

**What time should the movie begin?** Usually 15 minutes after sunset is perfect timing. Sunset times for your city are available at [www.weather.com](http://www.weather.com). Enter your zip code and look for “Averages & Records”. Next, click on the month and look for the Sunset column. Remember, June has the longest day times.

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

**How far must the projector be from the screen?** Projection is front projection, which means from the viewer’s side. For our screen, the projector will end up between 40-60 ft. away.

The projector is usually in the middle of the audience, about 3 ft off the ground. This typically has not been a problem at any previous venues. If you need the projector to be elevated more, or projected from a greater or lesser distance, this can be arranged, but it may cost extra.

**How heavy are your screens, will they damage the grass?** The screens are from 200-400 lbs. And the screen equally distributes the weight over its’ large surface areas. It will not damage or leave ruts in your grass.

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

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

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

To: Council President Patton  
 From: Chairman Mark Carden, Planning Commission  
 Date: March 17, 2022

Re:

Public Hearing on Ord. No. 2022-12: Enacting Chapter 788 of Codified Ordinances titled "Medical Marijuana Licensure;"

Public Hearing on Ord. No. 2022-13 (as amended): Enacting Chapter 789 of the Codified Ordinances titled "Party Centers;"

Public Hearing on Ord. No. 2022-14: Adopting Moratorium on Applications/Permitting the Adult Use of Marijuana for Non-Medical Purposes

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At the Planning Commission Meeting on March 14, 2022, the above-referenced public hearings were held. At the conclusion of the public hearings, the Planning Commission submits the following report and recommendation to City Council:

1) Enacting Chapter 788 of Codified Ordinances titled "Medical Marijuana Licensure"

Recommendation: Adoption as drafted.  
 Ayes: 4  
 Opposed: 0

2) Enacting Chapter 789 of the Codified Ordinances titled "Party Centers," as amended:

Recommendation: Adoption with the following revisions:

- 1) Rename chapter "Event Centers," instead of "Party Centers;"
- 2) Strike the limitation of five (5) permitted Event Centers within 3 square miles.

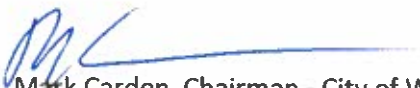
Ayes: 4  
 Opposed: 0

3) Adopting Moratorium on Applications/Permitting the Adult Use of Marijuana for Non-Medical Purposes

Recommendation: Adoption as drafted.  
 Ayes: 4  
 Opposed: 0

Due to the fact that there were not five (5) members present at the meeting necessary to issue an affirmative recommendation on the legislation presented, the above report is provided to Council for reference and reporting purposes, in accordance with the City Charter.

Respectfully,



Mark Carden, Chairman - City of Willowick Planning Commission

## ORDINANCE NO. 2022-12

### AN ORDINANCE ENACTING CHAPTER 788 OF THE CODIFIED ORDINANCES TITLED “MEDICAL MARIJUANA LICENSURE,” AND DECLARING AN EMERGENCY.

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

**Section 1.** Chapter 788 of the Codified Ordinances of the City of Willowick, entitled “Medical Marijuana Licensure” is hereby established to read and provide as follows:

#### **Chapter 788: Medical Marijuana Licensure**

##### **788.01 TITLE, PURPOSE AND OBJECTIVES.**

(a) **Title.** This Chapter shall be known as Medical Marijuana Licensure.

(b) **Purpose.** The purpose of this Chapter is to establish standards for licensing, regulation and control of Medical Marijuana Businesses as permitted by Ohio House Bill 523 and The State of Ohio's Medical Marijuana Control Program and the premises upon which they are located and operated for the cultivation and processing and dispensing of medical marijuana to serve registered patients. The objectives of this Chapter are to prevent safety and fire hazards, disturbances, odors, disruption, theft of property, and other such nuisances or dangers within the City. The purpose of this Chapter is also to exercise the authority of the City of Willowick to allow Medical Marijuana businesses in accordance with applicable state law and regulations.

(c) **Authority.** The City Council hereby declares that this Chapter shall be deemed an exercise of the police powers of the City Council of Willowick, Ohio, for the furtherance and protection of the health, safety, and general welfare of the citizens of Willowick.

##### **788.02 CONSTRUCTION, SEVERABILITY AND APPLICABILITY OF CHAPTER.**

(a) **Construction.** This chapter shall be liberally construed and applied to promote its purpose and objectives.

(b) **Severability.** If any provision of this Chapter, or the application thereof to any person or circumstances, is held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and neither the remainder of this chapter nor the application of such provision to other persons or circumstances shall be affected thereby.

(c) Except as otherwise specifically provided herein, this Chapter incorporates the requirements and procedures set forth in the Ohio Medical Marijuana Program. In the event of any conflict between the provisions of this Chapter and the provisions of the Ohio Medical Marijuana Program or any other applicable state or local law or regulation, the more restrictive provision shall control.

##### **788.03 DEFINITIONS.**

Unless otherwise defined herein, the terms in this Chapter shall have the same meaning as set forth in Section 3796.01 of the Ohio Revised Code, the Ohio Medical Marijuana Control Program, and any rules promulgated pursuant thereto. The following words and phrases, when used in this Chapter, shall have the meanings respectively assigned to them.

(a) As used in this chapter:

(1) "Academic Medical Center" has the same meaning as in Section 4731.297 of the Ohio Revised Code.

(2) "Applicant" means the business entity applying for licensure per this Chapter.

(3) "Board of Zoning Appeals" means the City of Willowick Board of Zoning Appeals.

(4) "Cultivator" means an entity that has been issued a license by the local licensing authority to grow, harvest, package and transport medical marijuana as permitted under Chapter 3796 of the Ohio Revised Code.

(5) "Dispensary" means an entity that has been issued a license by the local licensing authority to dispense medical marijuana products as permitted under Chapter 3796 of the Ohio Revised Code.

(6) "Drug Database" means the database established and maintained by the state board of pharmacy pursuant to section 4729.75 of the Ohio Revised Code.

(7) "License" means a license or registration granted pursuant to this Chapter.

(8) "Licensed Premises" means the building or portion thereof specified in an application for licensure under this Chapter and used for conducting the operation of a Medical Marijuana Business. The Licensed Premises shall be owned or in possession of the Licensee.

(9) "Licensee" means the person or persons to whom a License is issued pursuant to this Chapter.

(10) "Manufacture" means the process of converting harvested plant material into marijuana extract by physical or chemical means for use as an ingredient in a medical marijuana product.

(11) "Marijuana" means marijuana as defined in Section 3719.01 of the Ohio Revised Code.

(12) "Medical Marijuana" means marijuana that is cultivated, processed, dispensed, tested, possessed, or used for a medical purpose.

(13) "Medical Marijuana Business" means any individual premises upon which any activity to advance or perform the cultivation or manufacturing/processing or dispensing of marijuana or marijuana products for medicinal purposes as otherwise permitted by Ohio H.B. 523, whether or not such premises have other business purposes of any nature whatsoever.

(14) "Operator" means the person or persons having authority to control the Licensed Premises of a Medical Marijuana Business as authorized by the State Licensing Authority.

(15) "Owner" means any person who possesses a pecuniary interest, either directly or indirectly, of twenty-five percent (25%) or more in a Medical Marijuana Business.

(16) "Person" means any natural person, firm, partnership, association, corporation or any other form of business organization.

(17) "Physician" means an individual authorized under Chapter 4731 of the Ohio Revised Code to practice medicine and surgery or osteopathic medicine and surgery.

(18) "Processor" means an entity that has been issued a license by the local licensing authority to manufacture medical marijuana products as permitted under Chapter 3796 of the Ohio Revised Code.

- (19) "Qualifying Medical Condition" means any of the following:
- (a) Acquired immune deficiency syndrome;
  - (b) Alzheimer's disease;
  - (c) Amyotrophic lateral sclerosis;
  - (d) Cancer;
  - (e) Chronic traumatic encephalopathy;
  - (f) Crohn's disease;
  - (g) Epilepsy or another seizure disorder;
  - (h) Fibromyalgia;
  - (i) Glaucoma;
  - (j) Hepatitis C;
  - (k) Inflammatory bowel disease;
  - (l) Multiple sclerosis;
  - (m) Pain that is either of the following:
    - (i) Chronic and severe;
    - (ii) Intractable
  - (n) Parkinson's disease;
  - (o) Positive status for HIV;
  - (p) Post-traumatic stress disorder;
  - (q) Sickle cell anemia;
  - (r) Spinal cord disease or injury;
  - (s) Tourette's syndrome;
  - (t) Traumatic brain injury;
  - (u) Ulcerative colitis;
  - (v) Any other disease or condition added by the state medical board under Section 4731.302 of the Ohio Revised Code.
- (20) "Safety Director" means the Safety Director of the City of Willowick.
- (21) "School" means any educational institution, public, private, secular or parochial, which offers instruction of high school grade or lower.
- (22) "State University" has the same meaning as in Section 3345.011 of the Ohio Revised Code.

**788.04 MEDICAL MARIJUANA BUSINESS LICENSE REQUIRED.**

No person shall conduct a Medical Marijuana Business in the City without having first obtained a License therefore as provided in this Chapter, which License shall be designated as a Medical Marijuana Cultivation Business License or a Medical Marijuana Processing Business License or a Medical Marijuana Dispensary License.

#### **788.05 AUTHORITY OF SAFETY DIRECTOR.**

(a) Authority is hereby established and vested in the Safety Director or his/her designee to act as the local licensing authority for Medical Marijuana Businesses, consider the applications for Licenses under this Chapter, conduct investigations thereon and issue, suspend, revoke, fine, restrict or deny issuance of such Licenses based upon the criteria set forth in this Chapter.

(b) Nothing in this Chapter shall be construed to limit a law enforcement agency's ability to investigate unlawful activity in relation to a license issued pursuant to this Chapter.

(c) The Local Licensing Authority is authorized to issue a Medical Marijuana Business License subject to the provisions and restrictions provided in this Chapter.

#### **788.06 NATURE OF LICENSES.**

(a) All Licenses. All licenses issued under this chapter shall have the following characteristics:

(1) Each such license shall be an annual license which covers a period from the date of issuance for one year unless earlier suspended or revoked;

(2) Each such license shall vest a personal privilege but not any property rights in the licensee;

(3) Each such license shall be required to be displayed permanently in a conspicuous place upon the premise for which it is issued;

(4) Each such license shall be in the name of the Applicant;

(5) Each such license shall be neither assignable nor transferable, either as a person or location; and

(6) Each such license, if lost, destroyed or mutilated, upon application within thirty (30) days thereof may be replaced by a replacement license issued by the Safety Director bearing the word "Replacement" across its face and bearing the same license number as the license which it replaces.

(b) Medical Marijuana Cultivation Licenses. All Medical Marijuana Cultivation Licenses shall permit the holders thereof to conduct any activities permitted to a Cultivator under Chapter 3796 of the Ohio Revised Code and any such activities shall be conducted in Commercial/Industrial/Manufacturing Districts only.

(c) Medical Marijuana Processing Licenses. All Medical Marijuana Processing Licenses shall permit the holders thereof to conduct any activities permitted to a Processor under Chapter 3796 of the Ohio Revised Code and any such activities shall be conducted in Commercial/Industrial/Manufacturing Districts only.

(d) Medical Marijuana Dispensary Licenses. All Medical Marijuana Dispensary Licenses shall permit the holders thereof to conduct any activities permitted to a Dispensary under Chapter 3796 of the Ohio Revised Code and any such activities shall be conducted in a General Business District only.

#### **788.07 PROCEDURE FOR OBTAINING LICENSES.**

(a) Applications for Licenses. All applications for licenses under this chapter shall be in writing on a form approved by and filed with the Safety Director. The application shall be signed by the owner or owners and shall contain information required by this section supplied in detail as to each such person, including general and limited partners, or partnerships, shareholders of corporations and principals of any other type of business entity. In the event that no person owns twenty-five percent (25%) or more of Medical Marijuana Business, such application shall be signed by an authorized representative of the business. Every owner and operator of the business shall be fingerprinted by the City of Willowick Police Department and said persons shall pay for the costs associated with obtaining said fingerprints.

(b) Contents of Applications. The Application shall contain the following information:

(1) For each individual owner:

- (i) True name and all other names used in the past five (5) years;
- (ii) Date of birth;
- (iii) Permanent home address and all other home addresses used in the past five (5) years;
- (iv) Business and home telephone numbers;
- (v) Employment history for the past five (5) years;
- (vi) A statement as to whether or not the owner has been convicted of any crime other than traffic offenses and, if convicted, the date and court of conviction, the specific crime convicted of, and the penalty imposed;
- (vii) A statement as to whether or not the owner has ever had ownership interest in a Medical Marijuana Business, and, if so, the specific location of the business and the dates of such operation;
- (viii) A statement as to whether or not the owner has been denied an application for a marijuana business license in any jurisdiction or has had such license suspended or revoked.

(2) A description of the nature and operation of the main type of business activity to be conducted upon the premises including a description of the products and the services to be provided by the Medical Marijuana Business;

(3) A description of the nature and operation of any other business to be conducted in conjunction with the Medical Marijuana Business, and the anticipated percentage of gross revenue to be derived from each respective business;

(4) The address and telephone number of the premises and the business, if different from the premises;

(5) The name under which the business and premises will be operated and verification of trade name filed with the secretary of state;

(6) A statement as to whether or not the owner will directly operate the Medical Marijuana Business, or whether an operator who is not an owner will operate it, and if the latter, the application shall contain information required by this section supplied in detail as to each such operator;

(7) A floor plan of the premises and the immediate vicinity drawn to scale, showing the square footage, interior dimensions, plans and specifications for the interior of the building, and layout for the



business. Layout shall include, but is not limited to restricted access areas, principal uses for each floor area, areas of ingress and egress, and all security cameras;

(8) A map showing all schools, playgrounds, and public parks within a radius of one thousand (1,000) feet of the premises and all churches within a radius of five hundred (500) feet of the premises;

(9) The name, address and telephone number of the agent of the business upon whom service of process can effectively and validly be made;

(10) A security plan that the business intends to install, employ and operate to meet all requirements of the Ohio Medical Marijuana Program pursuant to Section 3796:2-103(4) of the Ohio Revised Code including policies and procedures to ensure a secure, safe facility to prevent theft, loss, or diversion and protection of facility personnel;

(11) A delivery and transportation plan detailing the method and explanation of delivery and transportation and shipping services to the location in compliance with the Ohio Medical Marijuana Program, which plan shall include the names and registration numbers of the licensed employees transporting medical marijuana or medical marijuana products and proof of compliance with Section 3796:5-3 of the Ohio Revised Code;

(12) A copy of the title or lease to the premises and verification that all activities at the proposed licensed premises are permitted under the City of Willowick Planning and Zoning Code, Part 13, Codified Ordinances of the City of Willowick, Ohio;

(13) A copy of the Articles of Incorporation if the owner is a corporation;

(14) A copy of the Operating Agreement if the owner is a limited liability company;

(15) A copy of the Partnership Agreement if the owner is a partnership;

(16) Specification of the days of the week and the hours of the day during which the licensed activity will be conducted;

(17) Statement that the information contained therein is complete, accurate and truthful to the best knowledge of all applicants; and

(18) Any other information which the Safety Director may deem reasonably necessary for the full interest of the public in the application.

(c) Report of the Planning Commission. Upon receipt of an application for a license under this chapter, the Safety Director shall refer the application to the Planning Commission for a public hearing. The Planning Commission shall make specific findings on their record and issue a written report to the Safety Director within ten (10) days of the hearing, which contains the following information:

(1) Whether the licensed activity will not be materially detrimental to the public welfare, health, safety or morals, or alter the essential character of the locality;

(2) Evidence that the premises and Medical Marijuana Business thereon will create a fire, police, or safety hazard;

(3) Whether any owners and operators have any convictions for any felony or for any misdemeanor involving physical violence, gambling activity, controlled substances, minors or any crime involving moral turpitude; and

(4) Whether the location proposed for licensing complies with any and all zoning and land use laws of the City and any all restrictions on Medical Marijuana Businesses as set forth in this Chapter.

(5) Whether the Planning Commission has issued a Conditional Use Permit for the Medical Marijuana Business.

(d) Determination Process. The process to issue a Medical Marijuana License subsequent to the public hearing and the issuance of the report of the Planning Commission as set forth in this section shall proceed as follows:

(1) Safety Director. The Safety Director shall, within ten (10) days of the receipt of the written report, either issue such license or deny such license. The Safety Director has authority to refuse to issue any license for good cause, subject to judicial review;

(2) Appeal to Board of Zoning Appeals. In the event of the denial of the issuance of a License, the applicant shall be notified of such denial and the specific reasons therefore in writing. Such notice shall be mailed or delivered to the applicant at the address specified in the application. The applicant shall have ten (10) days after receipt of such notice to appeal such denial by filing a written notice of appeal and the fee associated therewith with the Board of Zoning Appeals. Thereafter, the applicant shall have not less than ten (10) days' notice of the date, time and place of the hearing. The appeal shall be heard by the Board of Zoning Appeals, which, after hearing, shall issue a decision as whether to confirm or deny the determination made by the Safety Director. The Board of Zoning Appeals shall, at its discretion, determine to whether to issue a conditional or probationary license;

(3) Appeal to Court. The decision of the Board of Zoning Appeals may be appealed to a court of competent jurisdiction pursuant to Ohio Revised Code Section 2506.

(e) License Conditional on Approval of State Licensing Authority. Each Medical Marijuana Business License shall be approved only conditionally upon approval by the appropriate state licensing authority. Until such time as the appropriate state licensing authority has granted a Certificate of Occupancy to the Medical Marijuana Business, the License granted pursuant to this Chapter shall be considered a Conditional License.

(f) License Renewal. Each Medical Marijuana Business License must be annually renewed. At the time of renewal, a statement shall be filed with the Safety Director that the information listed on the original application for the license is still complete, accurate, and truthful to the best knowledge of all applicants, or a statement shall be filed with the Safety Director listing each and every item of information which has changed since the original application. The Safety Director shall determine whether to accept such statement and issue the license requested, or he may determine to enforce the procedure required for an original license. The local licensing authority may deny the renewal of a license for good cause.

#### **788.08 DENIAL OF MEDICAL MARIJUANA BUSINESS LICENSE.**

No Medical Marijuana Business License shall be issued or renewed for any business or premises where any of the following facts or circumstances exist:

(a) The Applicant has been found guilty of any offense set forth in Chapters 2925, 3719, or 4729 of the Ohio Revised Code, the violation of which constitutes a felony or misdemeanor of the first degree.

(b) The Applicant has been found guilty of any theft offense set forth under division (K) in Section 2913.01 of the Ohio Revised Code, the violation of which constitutes a felony.

(c) The Applicant has been found guilty of any violation for which a penalty was imposed under Section 3715.99 of the Ohio Revised Code.

(d) The Applicant has been found guilty of a crime of moral turpitude as defined in Section 4776.10 of the Ohio Revised Code.

(e) A violation of any former law of this state, any existing or former law of another state, any existing or former law applicable in a military court or Indian tribal court, or any existing or former law of any nation other than the United States that is or was substantially equivalent to any of the offenses listed in paragraphs (a) through (d).

Any first-degree misdemeanor offense listed in paragraphs (a) through (e) will not automatically disqualify an applicant from licensure if the applicant was convicted of or pleaded guilty to the offense more than five years before the date the application for licensure is filed. Notwithstanding anything to the contrary in this section, no misdemeanor offense, including misdemeanors of the first degree, related to marijuana possession, marijuana trafficking, illegal cultivation of marijuana, illegal use or possession of drug paraphernalia or marijuana drug paraphernalia, or other marijuana related crimes shall be considered a disqualifying offense.

(f) The premises do not have adequate security installed, employed and operated to address any and all safety concerns of the Safety Director.

(g) The premises are located within one thousand (1,000) feet of any school, playground, public park or within five hundred (500) feet of any church.

(h) The premises or operation thereof would be in violation of any provision of the Building Code, Zoning Code, or Fire Code of the City of Willowick, or any other pertinent provisions of local, state or federal law.

(i) The applicant made a false statement or misrepresentation as to a material matter upon the application or in a hearing concerning the license.

(j) The application failed to provide all of the required information.

(k) The applicant has failed to demonstrate compliance with this chapter and all other applicable state and local ordinances and statutes.

#### **788.09 LICENSE EXPIRATION, SUSPENSION OR REVOCATION.**

(a) Expiration. Any Medical Marijuana Business License issued under this chapter shall expire upon the transfer or sale of a majority interest in the business, or the discontinuation of the business for a continuous period of thirty (30) days. Any Medical Marijuana Business License issued under this chapter shall expire upon the transfer or sale of such business.

(b) Suspension and Revocation. All licenses issued under this chapter shall be suspended or revoked upon recommendation of the Board of Zoning Appeals upon its finding of the occurrence of any of the following events:

(1) A false statement by any licensee as to a material matter made in an application for license or in a hearing concerning the license;

(2) Conviction of any licensee for any crime referenced in Section 788.08.

(c) Hearing. The suspension or revocation of any license under this chapter shall not occur without a hearing. The licensee shall be given at least ten (10) days written notice of the intent to suspend or revoke said license, which shall set forth the date, time and place of the hearing and the specific reasons for such suspension or revocation. The licensee shall have the right at that hearing to present testimony and other relevant evidence and to orally examine any person offering evidence as to the reasons for suspension or revocation.

(d) Appeal. The decision of the Board of Zoning Appeals may be appealed to a court of competent jurisdiction under Ohio Revised Code Section 2506.

#### **788.10 LICENSE FEES.**

(a) Medical Marijuana Cultivation Business License. Twenty thousand dollars (\$20,000) at application and renewal.

(b) Medical Marijuana Processing Business License. Five thousand dollars (\$5,000) at application and renewal.

(c) Medical Marijuana Dispensary Business License. Fifteen thousand dollars (\$15,000) at application and renewal.

(d) Replacement License. The fee for a replacement license shall be twenty-five dollars (\$25.00).

(e) Filed with Application. The license fee referenced shall be filed with the application for license.

(f) Return of Fee. In the event an application is denied under this chapter or by the applicable state licensing authority, one-half (1/2) of the license fee shall be returned to the applicant.

(g) Renewal Fee. All license renewal fees shall be due on the first day of each calendar year. In the event any license is suspended or revoked under this chapter, no portion of the license fee shall be returned to the owner.

#### **788.11 OPERATIONAL REQUIREMENTS FOR MEDICAL MARIJUANA DISPENSARIES.**

(a) Any sale of medical marijuana to a qualifying patient shall be made in person, directly to the purchaser, within the restricted area of the Medical Marijuana Dispensary. No sale shall be made by telephone, internet, or other means of remote purchase, nor shall home delivery be permitted. Delivery shall occur only in person to the purchaser at the time of purchase within the confines of the Medical Marijuana Dispensary.

(b) Drive-in or drive-through sales shall not be permitted.

(c) A Medical Marijuana Dispensary must use a commercial-grade filtration system to mitigate the impact of odor at the premises.

(d) A Medical Marijuana Dispensary shall post, in a visible location at its premises, contact information for local drug abuse treatment centers, and shall make available to patients upon request educational materials regarding the hazards of substance abuse.

(e) The interior and exterior of a Medical Marijuana Dispensary shall be designed, constructed and maintained in a manner consistent with its purposes as dispensing a substance to address a medical condition. The interior and exterior shall never be maintained to appear or encourage illicit marijuana use and shall otherwise comply with the following regulations:

- (1) There shall be no tinted or darkened windows on the Medical Marijuana Dispensary.
- (2) There shall be no moving, flashing or strobing signage or lighting in the interior or exterior of the Medical Marijuana Facility. All signage shall comply with CHAPTER 1349.
- (3) There shall be no loitering permitted at or near the entrance to the Medical Marijuana Dispensary.

**788.99 PENALTY.**

Unless otherwise provided herein, whoever violates any of the provisions of this chapter is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than six months, or both. A separate offense shall be deemed to have been committed each day during or on which a violation occurs or continues.

**Section 2.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare of the residents of the City of Willowick, and that it will ensure the orderly and uninterrupted efficient operation of the City.

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

Adopted by Council: \_\_\_\_\_, 2022

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

Submitted to the Mayor: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

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

**ORDINANCE NO. 2022-13**  
**(amended)**

**AN ORDINANCE ENACTING CHAPTER 789 OF THE CODIFIED ORDINANCES TITLED “~~PARTY~~ EVENT CENTERS,” AND DECLARING AN EMERGENCY.**

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

**Section 1.** Chapter 789 of the Codified Ordinances of the City of Willowick, entitled “~~Party~~ Event Centers” is hereby established to read and provide as follows:

**789.01 PARTY CENTER DEFINED.**

As used in this chapter, “~~party~~ event center” means a place where any group of people gathers for the purpose of eating, drinking, hosting events or meetings, playing games or socializing indoors or outdoors, whether such people gather as individuals or members, guests or friends of a group or organization, or both, and for which a charge is made to an individual, group or organization for authorization to conduct said event, gathering, or party on the premises, or to which admission may be gained with or without the payment of a fee, charge or consideration.

**789.02 LICENSE REQUIRED; FEE.**

No person shall hold a party at an event ~~party~~ center until the owner, lessee or operator of such ~~party~~ event center has been duly licensed for such purpose. The license shall be issued by the Plan Review Board. The fee for such license shall be five hundred dollars (\$500.00). The license shall contain the name and address of the applicant and shall be non-transferable to any other individual or entity other than the individual or entity listed on the application.

**789.03 TIME LIMITATION.**

No license shall permit an event/~~party~~ to be held between the hours of 12:00 a. m. and 8:00 a.m.

**789.04 PRESENCE OF ALCOHOL**

The presence of alcohol shall be prohibited at the ~~party~~ event center unless the license holder has notified the Chief of Police, in writing, at least two (2) weeks prior to the date of the scheduled event/~~party~~.

**789.05 PRESENCE OF PRIVATE SECURITY OFFICER.**

When alcohol is present on the premises, a Private Security Officer(s) registered with the City as required by Codified Ordinance Chapter 760, shall be present in the establishment, in uniform, to maintain peace and order for the full duration of the event/~~party~~, while patrons or guests are present.

**~~789.05 LOCATION~~**

~~No more than five (5) party centers shall be permitted within the geographical limits of the City.~~

**789.99 PENALTY.**

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a minor misdemeanor and shall be fined not more than one hundred fifty dollars (\$150.00). A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs.

**Section 2.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare of the residents of the City of Willowick, and that it will ensure the orderly and uninterrupted efficient operation of the Building and Police Department.

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

Adopted by Council: \_\_\_\_\_, 2022

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

Submitted to the Mayor: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

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

**ORDINANCE NO. 2022-14**

**AN ORDINANCE ADOPTING A MORATORIUM ON APPLICATIONS FOR, AND THE GRANTING OF, ZONING PERMITS FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE THE ADULT USE CULTIVATION, PROCESSING, DISTRIBUTION OR SALE OF MARIJUANA FOR NON-MEDICAL PURPOSES FOR A PERIOD NOT TO EXCEED TWELVE (12) MONTHS IN ORDER TO ALLOW THE CITY TO REVIEW APPLICABLE STATE AND LOCAL LAWS, TO PLAN FOR REGULATIONS RELATING TO SUCH USES, AND DECLARING AN EMERGENCY.**

WHEREAS, Governor John Kasich signed Substitute House Bill 523 (“H.B. 523”) into law on June 8, 2016 (effective on September 8, 2016), which among other things, permits licensed physicians to recommend the use of medical marijuana to patients within the State of Ohio, and creates State regulatory oversight of the cultivation, processing, sale, and use of medical marijuana;

WHEREAS, H.B. 523 gives this Council the power to adopt regulations prohibiting or limiting the number of medical marijuana cultivators, processors, and dispensaries within the limits of the City, which the City is actively doing legislatively; and

WHEREAS, several initiative petitions have been filed and at least two (2) House bills have been introduced to encourage the state legislature to enact a law permitting the adult use, cultivation, processing, distribution and/or sale of marijuana for non-medical purposes;

WHEREAS, pursuant to the City Charter, as well as the Ohio Constitution, this Council also has the inherent power to enact planning, zoning and business regulation laws that further the health, safety, welfare, comfort and peace of its citizens; and

WHEREAS, the City needs additional time to review applicable sections of its Codified Ordinances and the Ohio Revised Code to plan for and to formulate an appropriate response to the legalization of the adult use, cultivation, processing, distribution and/or sale of marijuana for non-medical purposes while the petitions proceed through the legislative process.

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

**Section 1.** This Council establishes a moratorium on the acceptance of any application for, or the granting of, any zoning certificate for any building, structure, use, expansion of use, or change of use that would enable the adult use, cultivation, processing, distribution or sale of marijuana in the City of Willowick for non-medical purposes, for a period of twelve (12) months from the date of adoption of this Ordinance by the Council.

**Section 2.** No existing business in the City may expand in any way that would establish the cultivation, processing, distribution or sale of non-medical marijuana for the duration of the moratorium period established hereby.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meeting



open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**Section 4.** That this Ordinance is hereby declared to be and is passed as an emergency measure, the emergency being the reasons set forth in the recitals of this Ordinance. Said Ordinance is necessary for the immediate preservation of the public health, safety and welfare of the inhabitants of the City of Willowick, Ohio.

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

Adopted by Council: \_\_\_\_\_, 2022

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

Submitted to the Mayor: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

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

## ORDINANCE NO. 2022 – 16

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

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

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

**SECTION 1.** That the Officials and certain other employees listed below shall be paid bi-weekly compensation for the period commencing with the first full pay period of 2022 and in accordance with the following existing rates of pay, respectively:

Fire Chief. ....	the sum of Three Thousand Seven Hundred Seventy-nine and 88/100 Dollars (\$3,779.88);
Police Chief. ....	the sum of Four Thousand Two Hundred Seventy-four and 54/100 Dollars (\$4,274.54);
Finance Director. ....	the sum of Four Thousand Seventy-four and 80/100 Dollars (\$4,074.80);
Service Director ....	the sum of Three Thousand Two Hundred Sixty-five and 24/100 Dollars (\$3,265.24);
Recreation Director. ....	the sum of Three Thousand Three Hundred Twenty-four and 18/100 Dollars (\$3,324.18);
Chief Housing & Zoning Inspector.	The sum of Three Thousand Two Hundred Five and 88/100 Dollars (\$3,205.88);
Law Director ....	the sum of Two Thousand One Hundred Nineteen and 58/100 Dollars (\$2,119.58);
Prosecutor. ....	the sum of Nine Hundred Twenty-three and 51/100 Dollars (\$923.51);
Safety Director ....	the sum of Six Hundred Seventy-two and 82/100 Dollars (\$672.82);

Payroll/Finance Officer . . . . .	the sum of One Thousand Seven Hundred Seven and 34/100 Dollars (\$1,707.34) to Two Thousand Two Hundred Thirty and 77/100 Dollars (\$2,230.77);
Facility/Program Coordinator . . . . .	the sum of One Thousand Eight Hundred Sixty-five and 38/100 Dollars (\$1,865.38);
Senior Citizens Coordinator . . . . .	the sum of One Thousand Seven Hundred Fifty-seven and 92/100 Dollars (\$1,757.92);
Public Communications . . . . .	the sum of Ninety and 13/100 Dollars (\$90.13);
Electrical Inspector . . . . .	the hourly rate of Twenty-seven and 34/100 Dollars (\$27.34);
Housing Inspector. . . . .	the hourly rate of Twenty-five and 09/100 Dollars (\$25.09);
Finance Assistant/Accountant . . . . .	the hourly rate of Seventeen and 54/100 Dollars (\$17.54) to Twenty-two and 74/100 Dollars (\$22.74);
Asst. Housing Inspector . . . . .	the hourly rate of Sixteen and 07/100 Dollars (\$16.07) to Twenty-one and 65/100 Dollars (\$21.65) limited to a bi-weekly maximum of Fifty (50) hours;
Asst. Senior Citizens Coordinator. . . . .	the hourly rate of Fourteen and 71/100 Dollars (\$14.71) limited to a bi-weekly maximum of Forty-eight (48) hours;
Senior Center Attendant.....	the hourly rate of Ten and 72/100 Dollars (\$10.72) to Thirteen and 54/100 Dollars (\$13.54) limited to a bi-weekly maximum of Fifteen (15) hours.

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

**SECTION 3.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 3.12 of the Charter of the City of Willowick and Section 121.22 of the Ohio Revised Code.

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

**PASSED:** \_\_\_\_\_, 2022

**Submitted to the Mayor for his approval on**  
\_\_\_\_\_, 2022

**ATTEST:**

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

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

**Approved by the Mayor on**  
\_\_\_\_\_, 2022

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

## ORDINANCE NO. 2022-17

**AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (SERVICE UNIT), AND DECLARING AN EMERGENCY.**

**WHEREAS**, negotiations for a collective bargaining agreement between the City of Willowick, Ohio and the American Federation of State, County and Municipal Employees, OHIO Council 8, AFL-CIO and AFSCME Local 688 (Service Unit) have been completed and an agreement reached by representatives for the City and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 688 (Service Unit); and

**WHEREAS**, the Council and the Administration of the City of Willowick deem it to be in the best interest of the City to enter into this Agreement reached through collective bargaining to continue harmonious and cooperative relations with the City's Service Unit and to ensure the orderly and uninterrupted efficient operations of government while promoting individual efficiency and services to the residents of the City of Willowick;

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

**SECTION 1.** That the Mayor is hereby authorized and directed to enter into an agreement with the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 688 (Service Unit), substantially pursuant to the terms and conditions set forth in the "Agreement between City of Willowick and American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 688 (Service Unit), effective January 1, 2022, through to December 31, 2024," annexed hereto as Exhibit A and incorporated herein by reference, addressing all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

**SECTION 2.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick, insofar as it provides for the usual daily operation of the City and its Service Unit and that it will ensure the orderly and uninterrupted efficient operation of the City.

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

Adopted by Council: \_\_\_\_\_, 2022

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

Submitted to the Mayor: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

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



## AGREEMENT

between

THE CITY OF WILLOWICK

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO  
COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (UNION)

(SERVICE UNIT)

EFFECTIVE: JANUARY 1, 2022

TO

DECEMBER 31, 2024

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## **AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of January 2022, at Willowick, Ohio, by and between the City of Willowick (hereinafter referred to as the “City”) and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL- CIO and AFSCME Local 688 (hereinafter referred to as the “Union”).

### **ARTICLE 1** **RECOGNITION**

1.01 The City hereby recognizes AFSCME as the exclusive bargaining representative for a unit comprised of all regular employees of the Willowick Service department, excluding clerical employees and supervisors.

1.02 The Local Union shall be granted a reasonable amount of compensatory release time, not to exceed twenty-four (24) hours per year, to conduct Union business. A written request for such release time must be submitted to the member’s immediate supervisor at least three days before such time is taken. This release time is non-cumulative.

### **ARTICLE 2** **CITY’S RIGHT TO MANAGE**

2.01 The City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City’s management rights, but not by way of limitation, are the right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, the standards of its services, its overall budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the City as a unit of government;
- H. Effectively manage the work force;

- I. Take actions to carry out the mission of the City as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the agreement.

### **ARTICLE 3** **CONTRACTORS**

3.01 If the City decides to utilize outside personnel to perform work customarily performed by bargaining unit employees, and if such action is likely to have an impact on the regular operations of the Department, the City agrees to give the Union at least five (5) days advance notice of such action, and, if requested, to meet and discuss such action with the Union.

### **ARTICLE 4** **UNION SECURITY**

4.01 Employees who are members of the Union may revoke their Union membership at any time by sending written notice to the Union of their desire to drop their membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked Union membership, for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

4.02 The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Union, for purposes of collective bargaining, contract enforcement and grievance resolution.

4.03 The Union agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the City for any and all expenses incurred by the City in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "City" includes the City of Willowick and its various officers and officials, whether elected or appointed.

## **ARTICLE 5**

### **LABOR-MANAGEMENT COMMITTEE**

5.01 The parties recognize that certain subjects are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the parties may wish to present their views on such subjects to one another.

5.02 The parties agree to establish a Labor-Management Committee. The Committee shall consist of the Mayor and President of the City Council, or their designees, and two Willowick Service Employees designated by the Union. Committee meetings shall be scheduled at the request of either party at reasonable, mutually convenient times, but not more than fourteen (14) days after the request is made and shall be closed to the public. Agenda items may be presented by either side and shall be presented to the Mayor's office at least one week before the scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. The Labor-Management Committee shall not be used to bypass the normal chain of command, and the Union is expected to attempt to work out matters within the Service Department before raising them at a Labor-Management Committee Meeting.

## **ARTICLE 6**

### **WAGES**

6.01 Effective the first full pay period after January 1, 2022, employees will be compensated based on the following rates and their designated classification and step.

6.02 Wage schedules shall reflect a two and one-half percent (2 ½%) in 2022 and a two and one-half percent (2 ½%) in 2023, and a two and three-fourths percent (2 ¾%) increase in 2024. During the term of the Agreement, not less than the following hourly wages shall be paid to each employee:

Effective the first full pay in:

Class I	2022	2023	2024
Hire Rate	29.78	30.52	31.36
After 6 Months	30.64	31.41	32.27
After 1 Year	31.45	32.24	33.13
After 2 Years	32.30	33.11	34.02

Effective the first full pay in:

Mechanic	2022	2023	2024
Hire Rate	25.07	25.70	26.41
After 6 Months	26.30	26.96	27.70
After 1 Year	27.58	28.27	29.05
After 2 Years	28.84	29.56	30.37
After 3 Years	29.11	29.84	30.66

Effective the first full pay in:

Class II	2022	2023	2024
Hire Rate	17.48	17.92	18.41
After 6 Months	18.64	19.11	19.64
After 1 Year	20.13	20.63	21.20
After 3 Years	21.64	22.18	22.79
After 4 Years	23.11	23.69	24.34
After 5 Years	24.58	25.19	25.88
After 6 Years	26.83	27.50	28.26

Effective the first full pay in:

Class III	2022	2023	2024
Hire Rate	15.64	16.03	16.47
After 6 Months	16.56	16.97	17.44
After 1 Year	17.85	18.30	18.80
After 3 Years	19.21	19.69	20.23
After 4 Years	20.53	21.04	21.62
After 5 Years	21.80	22.35	22.96
After 6 Years	23.83	24.43	25.10

Effective the first full pay in:

Class IV	2022	2023	2024
Hire Rate	9.21	9.44	9.70
After 6 Months	9.91	10.16	10.44
After 1 Year	13.28	13.61	13.98
After 2 Years	14.34	14.70	15.10
After 3 Years	15.35	15.73	16.16
After 4 Years	16.41	16.82	17.28
After 5 Years	17.59	18.03	18.53
After 6 Years	18.82	19.29	19.82

Months and years shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick.

6.03 Employees in Classes II and III shall have the same duties, except that Class II employees must maintain a Commercial Driver's License (CDL) in order to be available to perform additional duties for which such a license is required. However, Class II, Mechanic and/or Class I employees employed as of January 1, 2000, shall not be discharged or demoted solely because they do not have or maintain a CDL. Should the number of Class II employees in possession of a CDL fall below ten (10), the City may demote or lay off Class II employees without a CDL in

reverse seniority order in order to hire or promote employees with CDLs until there are ten (10) Class II employees with CDLs.

In recognition of wage adjustments in the Class IV schedules, employees in Class IV positions may be required to perform some Class III duties, without additional compensation, as directed by the supervisor in charge.

6.04 Employees who are promoted shall be promoted to that step which provides an increase in base pay. Employees who are demoted shall not be demoted to a step lower than the one to which they would have progressed had they originally been hired in that class. "Promotion" is defined as any reassignment or transfer to a classification with a higher entry rate; "demotion" is defined as any reassignment or transfer to a classification with a lower entry rate.

6.05 In addition to outside applicants for bargaining unit positions, the City will consider qualified bargaining unit members for positions considered promotions. The decision on the promotion shall be in the complete discretion of the Employer and is not appealable to the grievance procedure.

6.06 The hourly rate of employees assigned to perform the duties of a higher classification for four (4) or more hours in any one (1) day shall be increased by one dollar and fifty cents (\$1.50) per hour for all hours so worked. Employees assigned to perform the duties of a lower classification shall retain their usual hourly rate. The City may require work outside of classification by reverse seniority.

6.07 Effective January 1, 2014, employees shall be granted additional compensation based on years of service defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick, as set out below in section eight (8) of this article. 2080 hours of service credit shall equal one (1) year. Such compensation shall be added to the employee's base hourly rate, pursuant to the following schedule:

Years of Service

After five (5) years	\$0.24
After ten (10) years	\$0.48
After fifteen (15) years	\$0.72
After twenty (20) years	\$0.96

Such rates are in total and are not cumulative.

Any compensation added to the employee's hourly rate as set out in this Section shall not be considered in determining placement into other classification schedules set out in Section 4 of this Article.

6.08 As used in this Agreement, "active pay status" is defined as receiving wages from the City of Willowick for work performed, compensatory time, paid administrative leave or paid vacation, personal, holidays, sick, funeral, injury leave and jury duty. An employee is not in the active pay status when on an unpaid leave, disciplinary suspension of ten (10) or more

workdays or collecting unemployment payments or loss of time benefits from the Bureau of Workers Compensation or receiving disability retirement benefits.

The active pay status standard, as set out throughout this Agreement, shall only apply prospectively and therefore any time previous to January 1, 2011, which could be considered outside of active pay status shall not be counted in calculating time outside of active pay status.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

7.01 The normal workday for regular full-time employees shall be eight (8) hours of work between 6:00 a.m. until 6:00 p.m., Monday through Friday. In addition, each employee shall receive, during each workday, a one (1) hour lunch period, of which one-half (1/2) hour will be paid, scheduled by the Employer to meet the operational needs of the department. To be eligible for such one-half (1/2) paid lunch, an employee must work the full day or return to work after lunch and utilize paid time off if leaving before the end of their shift. Accumulated paid leave deductions shall not be reduced by the paid one-half (1/2) lunch when an employee is off. Lunch periods will not be permitted to be scheduled at the start or end of a day to enable an employee to leave early. Physical relief in the field, at times other than the lunch period, must be approved by the employee's Supervisor and shall be limited. The Employer reserves the right to designate a location where the employee will relieve themselves. Each employee shall be allowed additional paid wash-up time of fifteen (15) minutes before the shift ends. Class IV employees will continue to be scheduled and work as they have in the past; scheduled assignments shall be considered a "normal workday."

7.02 If the City requires employees to work outside the normal workday, including emergencies, it will first seek volunteers from the designated classification(s) who have the skills and/or qualifications necessary to do the work. If not enough volunteers are obtained, the City shall have the right to require employees who possess the necessary skills to work in reverse order of seniority. If more employees volunteer than are needed, the assignments will be made by seniority.

7.03 Any employee who is called to work at any time other than during his or her regularly scheduled shift shall be paid at least three (3) hours' pay. Employees may leave when the reason for the call-out has been properly addressed. The provisions of this Section 3 do not apply to scheduled overtime or to call-outs within two (2) hours of the beginning of the employee's regularly scheduled shift.

7.04 Any bargaining unit member who works more than forty (40) hours during a work week shall be compensated for such time actually worked in excess of forty (40) hours at a rate of pay which is one and one-half times (1-1/2x) his or her regular hourly rate of compensation, subject to Section 5 of this Article.

For purposes of computing overtime pay; holidays, vacation days, compensatory days and

personal days shall count as time actually worked. Sick leave shall not be construed as time actually worked.

7.05 Any bargaining unit member who is required to work on a scheduled holiday (any time after the end of the normal shift immediately preceding the holiday and before the beginning of the normal shift immediately following the holiday) shall receive pay at one and one-half times (1-1/2x) his normal hourly rate for the hours worked in addition to the holiday pay to which he or she is entitled.

Any bargaining unit member who works snowplowing/salting on Christmas day or New Year's Eve day, shall be compensated at a rate of two times (2X) his or her regular rate of pay for the hours worked in addition to the holiday pay to which he or she is entitled.

7.06 Compensatory Time. At the discretion of the Service Director, and if the employee agrees, whenever any employee has worked in excess of forty (40) hours during any normal work week, the Director, in lieu of overtime compensation, may provide such employee with compensatory time off earned at the rate of one and one-half times (1-1/2x) the overtime hours worked up to a maximum of one hundred (100). All compensatory time off authorized by the Service Director should be used during the calendar year in which it is earned, provided that its use will not unduly disrupt the operation of the Department and will not cause the City to incur additional overtime liability or pyramiding of time. Employees can carry compensatory time off over to the next year or the City may pay the compensatory time off for any one or more bargaining unit employees at the discretion of the City.

7.07 Except for unexpected absences due to illness or other emergencies, requests for time off for personal days, compensatory time, vacation leave, scheduled doctor or dental appointments shall normally be submitted to the Director twenty-four (24) hours in advance of the date desired. Authorization for time off will be dependent on workload, other employee planned absences and the ability to provide adequate staffing.

7.08 Equalization of overtime. The parties recognize there will be overtime scheduled based on "departments" as defined as the various divisions within the Service Department. Employees must be qualified to perform the work. There will also be call outs that are of a specific nature of work regularly performed by employees in a division (i.e., Parks/Buildings/Lands, Roads/Streets, Sewer, Mechanic. And Traffic). Such assignments will be made without regard to the rotating seniority list.

7.09 The City shall maintain the snowplow or "emergency list" rotation list. Should a snowfall or other "emergency" require a call out, employees assigned to the list at the time of the call out will be called first. If additional employees are required, they will be called out based on the rotating seniority list, calling those employees qualified to perform the work. Foreman on the "emergency list" when called for work outside of their department/qualifications, will defer to the foremen in the department where the work applies.

7.10 The Service Department will maintain a rotating seniority list, list. Where overtime is declined on instances where there are no answers to a phone call, answering machine, or other

failure shall be credited as if they worked the overtime. The list shall be set up by seniority, initially offering the first opportunities based on most senior employee. A new employee will be placed on the list beginning the next week after completing their probationary period, their seniority being pro-rated to the date of hire.

7.11 Although employees will be credited for overtime in cases where a crew is finishing a project extending beyond the shift or is of the nature performed by one of the divisions and shall not be assigned on the basis of the rotating seniority list.

7.12 In such cases where employees are offered overtime from the rotating list and an employee is inadvertently passed over for an overtime opportunity, they will be offered the next overtime opportunity.

7.13 The City reserves the right to determine if overtime is to be performed; the number of hours to be worked, and the number of employees required to perform the work. If a sufficient number of employees have not agreed to perform the overtime as determined by the Employer; the City may assign the work to qualified employees in reverse order of seniority. Such overtime shall also be credited to the Rotating Seniority list.

## **ARTICLE 8**

### **VACATION**

#### 8.01 Annual Vacation.

A. Each regular full-time employee shall receive vacation with pay at his or her regular hourly rate based upon the following schedule of years of service in the active pay status:

<u>Years of Service</u>	<u>Vacation (in working days)</u>
1 or more but less than 5	10
5 or more but less than 10	15
10 or more but less than 15	20
15 or more but less than 20	25
20 or more	30

Vacation days may be taken in any amount desired by each employee, but not less than one full day may be taken without authorization.

B. For the purpose of determining years of service and the number of vacation days to which each regular full-time bargaining unit member is entitled, years of service shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire or as adjusted for prior continuous service, including any time worked for the City under the CETA or EEA program.

C. The vacation pay to which an employee is entitled shall be his or her regular pay based on an eight (8) hour day and forty (40) hour week, all to be computed at the regular hourly



rate for such employee.

D. Vacations must be taken within the 12-month period following each employee's anniversary date, except where an employee is unable to take his vacation due to the needs of the City, such unused vacation time maybe carried over into the employee's next vacation year.

E. Each member shall be entitled to one vacation for each twelve months worked. The amount of vacation to which an employee is entitled at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.

8.02 Requests for vacations shall be submitted to the Service Director on or before March 1 who will develop the vacation schedule by giving the most senior employee who has requested any particular time block the dates he has requested. If other less senior employees have requested the same time block, it shall be totally up to the discretion of the Service Director whether such requests are granted. Any requests which are denied and any requests which are received after March 1 will be scheduled on a first come, first served basis so as not to conflict with the previously scheduled vacation time. The Service Director shall have final authority over the vacation schedule and shall post it on or before March 31.

## **ARTICLE 9** **HOLIDAYS**

### 9.01 Time Off For Holidays.

Each regular full-time bargaining unit employee shall be paid for:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day,  
Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day, Christmas Eve,  
Christmas Day, New Year's Eve

and three (3) personal days to be taken at the employee's discretion upon approval of the Service Director, such approval not to be unreasonably withheld, when such dates fall on days that the employee would otherwise have been scheduled to work, provided that he meets the following requirements: (1) The employee must have been a regular full-time employee at least thirty (30) days prior to the date of the holiday; (2) the employee must have worked the last scheduled work day prior to and the next scheduled work day following such holiday.

9.02 In the event that any of the aforesaid holidays fall on a Saturday or Sunday, and the immediately preceding Friday or the immediately succeeding Monday, respectively, is observed as such holiday pursuant to statute, proclamation, or ordinance and the employees would otherwise have been scheduled to work on such Friday or Monday, such Friday or Monday shall be deemed and paid as a holiday under this section.

**ARTICLE 10**  
**SICK TIME**

10.01 Sick Leave.

A. Each regular full-time bargaining unit member shall be entitled, for each completed month of service to the City, to be absent from work for one and one fourth workdays with pay for the reasons specified in subsection (D) hereof. For the purpose of this section, a total of 160 hours of work within any one calendar month shall be considered as one month of service. In computing such total of 160 hours in any calendar month, all hours for which a bargaining unit member is paid shall be counted.

B. Compensation to be allowed for such days of earned sick leave actually taken by a bargaining unit member shall be on the same basis to which the employee would have been entitled as compensation for his usual service if it had been performed on such days.

C. Unused sick leave may be accumulated without limit. However, as provided in subsection (G), upon retirement, death or injury resulting in total and permanent disability, no bargaining unit member shall be paid for any more than 120 accumulated unused sick days.

D. The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory time or sick leave (if medically required) shall be utilized first and shall count towards the leave.

E. A regular full-time bargaining unit member may use sick leave as provided in subsection (A) above, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and illness or death in the employee's immediate family. Immediate family shall mean the employee's spouse, children, parents (or person(s) in *loco parentis*). The Mayor or Service Director shall retain the right to require any employee to provide documentation concerning his or her use of sick leave. However, for any absence which extends for more than three (3) consecutive days, a doctor's certificate shall be furnished upon returning to work. Said certificate shall indicate that medical attention was provided, and that the employee is fit for duty. Following notice that he or she has incurred five (5) undocumented occurrences in a twelve (12) month period, the City may require an employee to provide documentation for each subsequent occurrence in the following twelve (12) month period. An "occurrence" is an absence of any duration. In cases of prolonged illness or injury, the Mayor may request periodic medical certification of the employee's condition. Sick leave shall not be used for sickness or absence disability that is feigned, simulated, or results from moral turpitude, intoxication, or the use of narcotics, except for treatment or rehabilitation as approved by a physician.

F. Except as provided in subsection (G) hereof, sick leave credit shall be effective only during such time as an employee remains in the employ of the City and no bargaining unit member shall be entitled to compensation in any form for any unused sick leave credit remaining upon termination of his or her employment with the City. However, the previously accumulated sick leave of a bargaining unit member whose employment with the

City has been terminated shall be placed to his credit in the event of his re-employment by the City within a period of three (3) years from the date of his last employment by the City.

G. After ten (10) years full-time employment with the City of Willowick and upon the retirement, death or injury resulting in total and permanent disability to perform work for the City for which such bargaining unit member is currently employed, there shall be paid an amount representing previously accumulated sick leave at such bargaining unit member's then current rate of compensation as follows:

1. In the case of retirement, payment up to a maximum of 120 days of accumulated, unused sick leave to the bargaining unit member.

2. In case of death, payment up to the amount of 120 days of accumulated unused sick leave to the bargaining unit member's estate.

3. In the case of injury resulting in total and permanent disability to perform work for the City for which such bargaining unit member was employed, payment shall be up to a maximum of 120 days accumulated, unused sick leave to the bargaining unit member or for his use to the guardian or conservator of his estate.

4. Such payment will be made when a qualifying event occurs while currently employed with the City of Willowick. No payment will be made to a former employee.

H. Any employee of any public agency who transfers his employment from such public agency to the bargaining unit shall be credited with the unused balance of his accumulated sick leave with such public agency up to 120 days, provided that such balance is evidenced to the satisfaction of the Mayor by a certificate or letter from an appropriate official of such public agency.

I. A bargaining unit member whose compensation has been funded by any state or federal funded program who transfers his employment to the bargaining unit shall be credited with the unused balance of his accumulated sick leave with such state or federal agency up to 120 days, provided that such balance is evidenced to the satisfaction of the Mayor by certificate or letter from an appropriate official of such state or federal agency.

J. For employees hired on or after 1/1/03, sick leave credit transferred from any public agency or program shall not be added to the total sick leave earned as a City of Willowick employee for purposes of any type of cash out. Transferred sick leave may only be used as sick leave after exhausting sick leave accrued with the City of Willowick. The City shall maintain a separate record of any sick leave transferred to the City upon employment.

## **ARTICLE 11**

### **INJURY LEAVE**

11.01 An employee who is injured while on duty and is temporarily and totally disabled for a period exceeding seven (7) calendar days and is apparently entitled to Workers' Compensation,

shall be eligible for a total of ninety (90) calendar days of paid leave in any twelve (12) month period commencing with the first day of such leave, unless eligible for a pension. If a period of disability exceeds fourteen (14) calendar days, the employee shall be paid for the first seven (7) days of disability. "Period of disability" shall be construed to include subsequent absences resulting from the same injury or illness, such that only one waiting period shall be required.

11.02 Should payments be made by the City to an employee for an injury that is subsequently found to be non-compensable, such payments made by the City shall be reimbursed from the employee's accumulated sick leave credits. Deductions from vacation time or pay may only be made if the employee has insufficient sick leave credits to fully reimburse the City.

However, no reimbursement shall be required if under applicable State law, the employee would not be required to reimburse the State for Workers' Compensation benefits received.

11.03 If, at the end of this ninety (90) calendar day period, the employee is still disabled, the leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof. Prior to an extension of injury leave, the employee shall be required to use any accrued unused vacation, holiday, or compensatory time.

11.04 Time off during paid injury leave shall count toward service credit and vacation accruals. There shall be no accrual of sick leave credit while being paid injury leave.

11.05 An employee shall pay to the City any loss of time compensation received under Ohio Workers' Compensation for any time for which the employee has received benefits under this Article.

11.06 The City may require any employee applying for or receiving benefits under this Article to have a physical exam by a physician appointed and paid by the City.

11.07 An employee on injury leave or receiving temporary total compensation through Worker's Compensation or similar self-funded program as a result of an on duty injury, may be required to return to work in a transitional work assignment as determined by the Employer. Such assignments will be for cases that are temporary in nature and will take into consideration any limitations placed on the employee by the attending physician.

11.08 Any disputes between a physician appointed by the City and a physician chosen by an employee under this Article shall be resolved by a third physician, expert in occupational disease and injury, chosen by the City's physician and the employee's physician.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

12.01 Each bargaining unit member shall be allowed, with full compensation and without deduction from accumulated sick leave, three (3) days in the event of the death of any of the following relatives of such bargaining unit member or his or her spouse: spouse, child, parent, brother or sister, grandparent or grandchild. To be entitled to such leave, the bargaining

unit member must attend the funeral.

### **ARTICLE 13** **JURY DUTY**

13.01 Each full-time bargaining unit member who is required to report for jury service when scheduled for work shall be paid his or her regular straight-time pay for all time missed while on jury duty, less any pay received for performing jury duty. Employees must present verification of jury duty and jury duty pay. In addition, employees who report for jury duty but who are excused on any particular day from jury duty at any time prior to 12 Noon shall contact the Service Director, who shall then advise them whether or not to report to work for the balance of the workday. Any employee who fails to do this shall forfeit pay from the City on such a day.

### **ARTICLE 14** **INSURANCE**

14.01 Health insurance benefits shall be at least equal to those currently provided by the City for the duration of this contract except as altered in section 3 and section 4 of this article. The City maintains and preserves its right to determine by whom and the manner in which such benefits are provided.

14.02 Prescription plan limits shall be established as a \$10.00/\$20.00/\$40.00 plan with mail in required for maintenance prescription at a two (2) month co-pay for a ninety (90) day supply.

14.03 The Employer will pay 87% of the accumulated total of the health, prescription, eye, and Dental care premiums based on the employees plan level eligibility. The employee shall pay 13% . Payments shall be made through payroll deduction prior to the date due. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee. A four-tier plan level of eligibility will be established, which includes single, single plus child, employee plus spouse and family three or more.

Plan design include the following:

\$75 Emergency Room Copay  
\$50 Urgent Care Copay  
\$20 Dr. Visit Copay

	To-network	Out-of-network
Coinsurance	90%/110%	70%/30%
Deductible	\$200/\$400	\$400/\$800
Coinsurance Limit	\$800/\$1,600	\$ 1,600/\$3,200

14.04 A city-wide health care cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each

Bargaining Unit (Dispatchers, Police Officers, Police Sergeants and Lieutenants, Service, Clerical, and any additional full-time bargaining unit certified by SERB) and a member of Non-Bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advice on elements of the insurance program.

In the event the City proposes plan level/design changes at times other than during successor collective bargaining agreement negotiations, each member of the Committee shall have one (1) vote. Acceptance of any plan level/design changes, during the term of the collective bargaining agreement, shall require a majority vote of the total members of the Committee.

## **ARTICLE 15**

### **UNIFORM ALLOWANCE**

15.01 Each regular full-time bargaining unit member shall be provided four (4) changes of uniform per week (except that mechanics shall be provided five (5) changes of cotton uniform per week), as well as two (2) sweatshirts and three (3) polo shirts or five (5) t-shirts on an annual basis. Employees employed for more than one (1) year shall also receive an annual allowance of Two Hundred Dollars (\$200.00) in order to defray the cost of work boots or other work footwear. This payment shall be included with each employee's first pay in April. The amount of this allowance shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period. In addition, each such employee shall be provided one (1) pair of insulated coveralls, two (2) pairs of denim coveralls, and foul weather gear (including rain gear, rubber gloves and boots) to be replaced as often as the City shall reasonably deem necessary.

## **ARTICLE 16**

### **MILEAGE**

16.01 Whenever it is necessary for the proper conduct of the business of the City for a bargaining unit member to drive his private automobile for such purpose, within or without the City, such bargaining unit member shall be reimbursed the expense of such use of his private automobile at the rate of twenty cents (\$.20) per mile driven for such purpose, and shall also be reimbursed any parking or toll costs relating to such use; however, this article shall not apply to driving between the residence of such bargaining unit member and the Service Garage complex. In addition, use of a private automobile must be approved in advance by the Mayor or his designee.

## **ARTICLE 17**

### **SENIORITY**

17.01 There shall be a probationary period of six (6) months for any employees who are hired or who transfer into the bargaining unit. Such period may be extended by the City if an employee misses any significant portion of this period due to illness or injury. During this period, such employees may be dismissed totally at the discretion of the City. Employees who are dismissed during the probationary period shall have no recourse to the grievance procedure or to any other

contractual, administrative or judicial forum to contest the termination of their employment.

17.02 Seniority shall be considered in making personnel decisions concerning bargaining unit members only as specified by specific articles of this Agreement.

17.03 A bargaining unit member's seniority shall date from their most recent date of hire by the City.

## **ARTICLE 18**

### **LAYOFF AND RECALL**

18.01 The City shall determine when layoffs are necessary and which classification shall be subject to reductions. Within the classification, the following order shall be followed based on seniority within the City of Willowick, including credit for CETA and BEA time.

- A. The least senior seasonal or temporary employees;
- B. The least senior probationary employees; and
- C. The least senior non-probationary employees.

18.02 Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees shall be recalled in the inverse order of their layoff in the classification held at the time of layoff.

18.03 Employees may be recalled to another classification if they possess the necessary qualifications. They shall also have the right to return to the job classification they held prior to being laid off, in the event a position for which their seniority entitles them subsequently becomes available within one (1) year of the initial layoff.

18.04 Employees shall be given notice of layoff ten (10) workdays prior to such layoff occurring. Notices shall either be hand-delivered or sent by certified U.S. Mail to the employee's last recorded address. A copy of the notice shall be furnished to an officer of the Union.

18.05 Employees who are eligible for recall shall be given a notice of return to work five (5) days prior to such required return date. Such notice shall be sent by Certified Mail or hand-delivered to the employee's last recorded address. A copy of the notice shall be furnished to an officer of the Union. Failure to return, or failure to request and receive additional time to return, from such recall notice shall constitute a voluntary resignation. It is the employee's responsibility to provide address changes to the Employer.

18.06 Any employee in a higher classification shall have bumping rights to any lower classification, except that no Class I employee may bump into Mechanic unless the employee was previously employed and is still qualified as a Mechanic. Bumping rights shall be based upon seniority as defined in Article 17, plus any CETA or BEA time. Employees who receive a layoff notice must inform the Employer of their desire to bump within five (5) days of receipt of the layoff notice. Employees who are affected by a bump shall receive at least five (5) days' notice before being laid off.

18.07 No mechanic's assistants or helpers shall be used so long as any mechanic is laid off.

## **ARTICLE 19** **BULLETIN BOARD**

19.01 The City shall provide space at the Willowick Service Garage for the Union to install a bulletin board to post notices of a general and business nature for the Union's membership and other service employees who may have an interest. The cost of purchasing and installing and maintaining this bulletin board shall be the Union's sole responsibility.

## **ARTICLE 20** **PERSONNEL FILES AND POLICY**

20.01 Each bargaining unit member shall be permitted on one occasion during a six-month period to review his or her personnel file upon the submission of a written request five (5) days in advance. The Mayor or his or her designee shall be present during such review.

20.02 Should a bargaining unit member come across material of a negative or derogatory nature in his or her personnel file, said bargaining unit member may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the member's file so long as the material to which the comment is directed remains in such personnel file.

20.03 When a bargaining unit member is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the bargaining unit member's name and the extent of the disciplinary action taken or contemplated until such time as a final disciplinary action has been made and served upon the bargaining unit member.

20.04 Photographs or personal information about any bargaining unit member in relation to departmental matters shall not be provided to any news or related services without an effort being made to obtain the prior consent of the bargaining unit member.

## **ARTICLE 21** **WORKING CONDITIONS**

21.01 The City shall maintain the Service Department facilities in a clean and sanitary manner.

## **ARTICLE 22** **COMMERCIAL DRIVER'S LICENSE (CDL)**

22.01 Whenever a CDL is required by the City, the City shall pay for ordinary periodic renewal of the license, including but not limited to, any license fees, mandatory training costs, or costs of physicals, and the City shall permit each employee to attend mandatory training and/or take any required tests while on duty and without loss of pay. The City may designate a physician to



perform any required physicals.

22.02 Class III and IV employees shall not be required to have a CDL

22.03 Where it is a requirement for his or her position, any employee who fails to maintain a CDL for reasons other than violations of law, will be placed in a vacant position for which he or she possesses the qualifications if it is available and its placement does not violate other terms and provisions of this Agreement. If such a vacancy is not available, the employee will be placed on a sixty (60) day leave of absence without pay in order to have further opportunity to regain his CDL. The employee may be terminated if he fails to regain CDL certification, fails the physical examination, or does not pass the appropriate test within the sixty day leave period, provided there remains no vacant position as described above. Employees may also be terminated if the loss of a CDL is based on a violation of law or if an employee becomes uninsurable or premiums become unreasonable.

22.04 Provisions of Section 3 above, as appropriate, shall also apply to positions which require non CDL State of Ohio driver's licenses.

### **ARTICLE 23 TOOL ALLOWANCE**

23.01 In recognition of the fact that Mechanics are required to purchase tools and equipment to be used in the Willowick Service Garage, each employee employed as a mechanic shall receive Twenty Cents (\$.20) per hour in addition to his or her regular hourly wage rate. Mechanics shall not be required to purchase tools and equipment of a kind, type, style, grade, quality, or quantity which they have not heretofore been required to purchase.

### **ARTICLE 24 DRUG TESTING**

24.01 The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed or the abusive use of a legally prescribed drug. The City and the Union agree that the City has a legitimate interest in preventing the use of controlled substances by employees during work hours, reporting to work under the influence or reporting to work with controlled substances in their system.

Employees may be urine tested for illegal drug usage:

1. Where there is reasonable cause to believe that the employee to be tested is under the influence of illegal drugs while at work;
2. As a follow-up to a positive test result;
3. In other circumstances where tests are mandated by federal and/or state law.

An employee refusing to submit to testing shall be subject to discipline up to and including discharge; however, no employee shall be required to provide a urine test until he or she is provided with the facts and circumstances upon which the existence of reasonable cause is based, in writing.

Sample (specimen) collection, handling, testing, analysis, and reporting of results to the City shall conform to the federal regulations applicable to holders of Commercial Driver's licenses, except that non-DOT testing may include other substances in the panel. Upon request of the employee, a Union representative may be present during collection if such a representative is reasonably available.

An employee testing positive shall be subject to discipline or discharge, which may include a requirement that the employee participate in a rehabilitation program.

Where an employee tests positive, a reserved sample shall be made available for independent testing at a facility which is a certified SAMHSA laboratory of the employee's choice at the employee's expense. The Employer shall be responsible for the cost of any initial test and if positive, the cost of the confirmation test. In any case that an employee tests positive and retains employment, that requires follow-up testing, such follow-up testing shall be at the employee's expense. Such costs may be required to be paid prior to returning to duty or automatically deducted from the employee's compensation.

Follow-up testing of employees subject to federal regulations shall be conducted in accordance with the minimum required by those regulations, but not less than that required of other employees. Follow-up testing of all other employees shall be limited to four (4) tests in each of a maximum of the two (2) consecutive years following the positive test. In both instances, random tests shall be credited toward follow-up testing.

Any employee may voluntarily submit himself to treatment. In such cases, the City will grant an unpaid leave of absence of up to ninety (90) days, during an employee's career to complete appropriate treatment and the use of accumulated sick, compensatory, or vacation time. Submission to treatment shall not be considered voluntary where the City has requested a test, test results are pending, a positive result has been reported, or there exist circumstances in which the employee would reasonably have expected to be tested in the immediate future. Discipline shall not be based, in whole or in part, upon the results of voluntary submission to treatment, or upon the fact that treatment was sought or received.

Unless a leave of absence is necessary for treatment, employees shall continue to work, except that any employee may be temporarily transferred to a less sensitive position, if available, for the duration of treatment. Following treatment, employees shall be immediately returned to the positions which they held before treatment, unless the employee voluntarily agrees otherwise in writing.

All records generated at any step of this program shall be maintained on a strictly confidential basis. Access shall be limited to those who can demonstrate an absolute need to know the information, to individuals to whom the employee involved has given voluntary,

knowing, written permission, where access is required by law (including, but not limited to, the State Public Records Act), or where necessary to administer this Agreement. In no event will the Association be excluded from any procedure where Union presence is requested by an employee.

This drug testing program is initiated solely at the behest of the City of Willowick. The Union shall be indemnified and held harmless for the violation of any employee's constitutional, common law, or statutory rights regarding the application of this section of the collective bargaining agreement relating to drug testing.

It is specifically agreed that any and all activities of, or determinations made by, the City pursuant to this program are subject to the grievance procedure and review by an Arbitrator in accordance with that procedure.

## **ARTICLE 25**

### **DISCIPLINE**

25.01 Discipline shall include, but is not limited to, any verbal or written warning, suspension, discharge, demotion, reduction in pay, reassignment, counseling, imposition of a rehabilitation program or other conditional requirement, except that layoffs, suspensions, discharges, demotions or reductions in pay resulting from a restructuring of the department or for economic reasons shall not be considered to be discipline. No bargaining unit member shall be disciplined without just cause. Employees must be disciplined within a reasonable time following the event upon which the discipline is based or the day upon which the City learns of the event, whichever is later. Bargaining unit members shall have the right, upon request, to have an Association member present during any investigative interview concerning any matter which may lead to discipline, except interviews concerning allegations of criminal conduct by the bargaining unit member which are conducted by police personnel.

25.02 Records of any verbal or written reprimands will cease to have force and effect, or to be considered in future disciplinary measures one (1) year after the effective date of the reprimand, providing there are no intervening reprimands during the period.

Records of any suspension of three (3) days or less will cease to have force and effect or be considered in future disciplinary measures two (2) years after the effective date of the suspension, providing there are no intervening suspensions during the period.

Records of any suspension greater than three (3) days will cease to have force and effect or be considered in future disciplinary measures four (4) years after the effective date of the suspension, providing there are no intervening suspensions during the period. No provision set out in this section pertains to probationary employees or to the employer's right to remove, reduce, or fail an employee in a probationary capacity.

## **ARTICLE 26**

### **FITNESS FOR DUTY**

26.01 An employee who becomes unable to perform the essential duties of his or her

classification, and whose inability is likely to continue for more than a year, may be demoted to another classification the essential duties of which he can perform if such a position is available and if the employee agrees to the demotion. If the employee does not agree, or no such position is available, the employee may be discharged once his accumulated time off is exhausted.

26.02 Should a dispute arise over the determination by a physician as to the employee's ability to perform the essential duties of a classification, the employee will be evaluated by a physician (or medical facility) selected by the City (or its physician) and the employee (or his physician).

26.03 The cost of any medical examinations to resolve a dispute pursuant to Section 2 of this Article which are not paid by the employee's insurance shall be borne by the City.

26.04 Should an employee accept a demotion pursuant to this Article, he shall be paid at a rate not less than the one to which he would have progressed if originally hired in that classification.

## **ARTICLE 27**

### **GRIEVANCE PROCEDURE**

#### 27.01

A. A "grievance" is an alleged violation of this Agreement or any dispute with respect to its meaning or application which arises while this Agreement is in effect. All grievances shall be subject to the procedures set forth herein, but it is expressly agreed that there shall be no obligation to process or arbitrate any alleged "grievances" which arise when this Agreement is not in effect. Any grievance which is not raised within five (5) business days of the occurrence of the event giving rise to the grievance shall be deemed to be waived and no grievance concerning such an occurrence shall be processed.

B. The City shall also have the option of filing grievances. Such grievances shall be filed at Step C with the President of the Union who shall provide a written answer to the City within ten (10) business days of receiving the grievance.

C. Grievances arising out of circumstances in which an employee is not being permitted to work for an indefinite period, such as discharge or allegedly improper layoff, may, at the option of the Union, be submitted directly to the Mayor, or his designee, in writing, within five business days of the occurrence of the event giving rise to the grievance. The Mayor, or his designee, shall make reasonable efforts to hold a meeting with the concerned parties within ten (10) business days after receipt of the grievance and will answer the grievance in writing within three (3) business days after the meeting.

27.02 The following procedures shall be used when filing a grievance:

A. Prior to the submission of any written grievance, the aggrieved bargaining unit

member must attempt to resolve the grievance on an informal basis with his or her immediate supervisor.

B. Any grievance that is not resolved by informal discussion as provided in subsection (A) hereof, shall be presented, in writing, to the Director within five (5) business days of the occurrence of the event giving rise to the grievance. The Director may hold a hearing to discuss the grievance and shall provide a written answer to the grievance within seven (7) business days after having received the grievance.

C. If the grievance is not settled by the procedure set forth in subsection (B), the grievance may be appealed to the Mayor, in writing, within five (5) business days of receipt of the Director's response in subsection (B) hereof. Within ten (10) business days after receipt of the grievance, the Mayor or his designee shall hold a meeting with all of the concerned parties and, within seven (7) days after the meeting, the Mayor or his designee shall answer the grievance in writing.

D. In the event the grievance is not settled or otherwise adjusted by the procedures in subsection (C), the grievance may be submitted to arbitration. In order to invoke this step, the Association or the City shall notify the other party of their desire to do so within fifteen (15) business days of the receipt of the answer required in Subsection (C) above. Upon receipt of a request for arbitration, the parties shall promptly attempt to agree upon an impartial arbitrator. If an impartial arbitrator cannot be selected, the party seeking arbitration may request the Federal Mediation and Conciliation Service to submit a sub-regional pool, panel of nine arbitrators and the impartial arbitrator shall then be selected from such panel by striking names with the Union striking first. The cost of the arbitration hearing will be split equally between the City and the Union. Each party shall pay whatever costs are associated with the presentation of its own case. The arbitrator shall have the authority to apply this Agreement to the particular case before him but shall have no authority to add to, subtract from, or in any manner change or modify the terms of this Agreement. The arbitrator's decision shall be final and binding on the Union, the City, and all affected employees.

27.03 The failure of the grievant or his or her representative to meet any of the time limits provided in this section shall constitute a waiver of the grievance. The failure of the City to meet any of the time limits provided in this Article shall entitle the grievant or his or her representative to proceed to the next step of the procedure herein provided.

27.04 Failure to grieve shall not be considered consent or assent to a practice, policy or specific action of the City, and shall not bar a timely grievance over the same or a similar issue in violation of this Agreement.

## **ARTICLE 28**

### **NO-STRIKE CLAUSE**

28.01 Neither AFSCME nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, condone, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other

interference with normal operations of the City throughout the term of this agreement or any extension thereof. A violation of this Section shall be grounds for discipline including discharge.

28.02 The Union shall at all times cooperate with the City to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of this "No- Strike" provision.

In the event of a violation of this "No-Strike" clause, AFSCME shall promptly notify all bargaining unit members that the improper action is in violation of this Agreement, unlawful, and not sanctioned or approved by the Union. The Union shall further advise all employees to return to work immediately.

## **ARTICLE 29**

### **MUTUALLY AGREED UPON DISPUTE RESOLUTION PROCEDURES**

29.01 The parties agree that they will make a good faith effort to conclude negotiations within forty-five (45) calendar days from the date on which one party serves negotiation proposals upon the other. If agreement is not reached on all issues within this period, or if an impasse exists at an earlier time, the parties agree to seek to resolve their impasse by requesting that the Federal Mediation and Conciliation Service appoint a federal mediator to assist the parties with their negotiations. This process of mediation constitutes the parties' mutually agreed upon dispute resolution procedure under Revised Code Section 4117.14(C) and no other dispute resolution procedure except mediation through the Federal Mediation and Conciliation Service shall be utilized.

## **ARTICLE 30**

### **NONDISCRIMINATION**

30.01 Neither party will discriminate against any bargaining unit member based on age, sex, race, color, religion, national origin, ancestry, handicap, or membership or non-membership in the Union, in accordance with state or federal law.

## **ARTICLE 31**

### **SAVINGS CLAUSE**

31.01 Nothing contained in this Agreement shall alter the authority conferred by the ordinances and resolutions of the Willowick City Council, applicable state and federal laws, and the constitutions of the State of Ohio and the United States of America, upon any City official or in any way abridge or reduce such authority. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of

competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiation.

## **ARTICLE 32** **TOTAL AGREEMENT**

**32.01** This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

## **ARTICLE 33** **LENGTH OF AGREEMENT**

**33.01** This Agreement shall remain in full force and effect from January 1, 2022 , through December 31, 2024 , and shall automatically renew itself thereafter for annual twelve month terms unless one party serves upon the other written notice of its desire to terminate, modify or negotiate a successor agreement at least sixty (60) days prior to the agreement expiration date.

**OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, OHIO COUNCIL 8,  
AFL/CIO**

\_\_\_\_\_  
**AFSCME LOCAL 688**

\_\_\_\_\_  
**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Director of Law**

\_\_\_\_\_  
**DATE OF EXECUTION:**

## ORDINANCE NO. 2022-18

**AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (SECRETARIAL UNIT), AND DECLARING AN EMERGENCY.**

**WHEREAS**, negotiations for a collective bargaining agreement between the City of Willowick, Ohio and the American Federation of State, County and Municipal Employees, OHIO Council 8, AFL-CIO and AFSCME Local 688 (Secretarial Unit) have been completed and an agreement reached by representatives for the City and the American Federation of State, County and Municipal Employees, OHIO Council 8, AFL-CIO and AFSCME Local 688 (Secretarial Unit); and

**WHEREAS**, the Council and the Administration of the City of Willowick deem it to be in the best interest of the City to enter into this Agreement reached through collective bargaining to continue harmonious and cooperative relations with the City's Secretarial Unit and to ensure the orderly and uninterrupted efficient operations of government while promoting individual efficiency and services to the residents of the City of Willowick;

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

**SECTION 1.** That the Mayor is hereby authorized and directed to enter into an agreement with the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 688 (Secretarial Unit), substantially pursuant to the terms and conditions set forth in the "Agreement between City of Willowick and American Federation of State, County and Municipal Employees, OHIO Council 8, AFL-CIO and AFSCME Local 688 (Secretarial Unit), effective January 1, 2022, through to December 31, 2024," annexed hereto as Exhibit A and incorporated herein by reference, addressing all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

**SECTION 2.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick, insofar as it provides for the usual daily operation of the City and its Secretarial Unit and that it will ensure the orderly and uninterrupted efficient operation of the City.



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

Adopted by Council: \_\_\_\_\_, 2022  
Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2022  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

ATTEST:

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



## AGREEMENT

between

THE CITY OF WILLOWICK

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688(UNION)

(SECRETARIAL UNIT)

EFFECTIVE: JANUARY 1, 2022  
TO  
DECEMBER 31, 2024

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## ARTICLE 1 AGREEMENT AND PURPOSE

### Section 1.

This Agreement is made and entered into by and between the City of Willowick (hereinafter referred to as the "City" or the "Employer"), and The American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 688 or the "Union".

### Section 2.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement.

### Section 3.

This Agreement is made for the purpose of setting forth the terms and conditions of employment, including rates of pay, hours and working conditions, and to establish a peaceful procedure for the resolution of grievances between the parties.

### Section 4.

Wherever a gender-specific pronoun or adjective is used in this Agreement, it is intended to include both genders, unless otherwise specified.

## ARTICLE 2 RECOGNITION

### Section 1.

The City hereby recognizes AFSCME as the exclusive bargaining representative for a unit comprised of all full-time secretaries. Excluded: confidential, management level and supervisor employees as defined in Section 4117.01 of the Ohio Revised Code.

### Section 2.

The AFSCME Bargaining Unit shall be granted release time without loss of wages for such time normally scheduled to work, not to exceed a total of thirty-two (32) hours per year, to conduct City of Willowick related AFSCME business which includes Union recommended

education or training sessions. A written request for each release time must be submitted, where possible, to the member's immediate supervisor at least three (3) days before such time is taken. This release time is non-cumulative and shall be scheduled in a manner to meet the efficient operational needs of the City.

### ARTICLE 3 MANAGEMENT RIGHTS

#### Section 1.

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as abridged in this Agreement or modified by provisions of 4117 of the Ohio Revised Code. These rights include the rights to:

Determine its location, mission, and policies; set forth all standards of service offered to the public; maintain order; hire, assign, direct, transfer, classify, evaluate, promote, and lay off employees; relieve, discharge, suspend, demote, or otherwise discipline employees for just cause; terminate, in a non-disciplinary manner, the employment of employees who are rendered or become unable to perform the work for more than twelve (12) months normally required of a Bargaining Unit employee; make, publish, and enforce reasonable rules and regulations; determine classifications within, and the size, duties, and qualifications of, the work force; determine work shifts; schedule and assign work, including overtime; reorganize, discontinue, reduce, or enlarge any department, or portion thereof; determine the methods and means of the work; determine the numbers of personnel required; establish the standards of work; introduce new or improved methods, equipment, or facilities; contract out for goods and services; and to take any and all actions as may be deemed necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Employer.

#### Section 2.

The City of Willowick has the sole right and authority to determine the purpose and mission of the Employer and the amount of budget to be adopted thereto.

#### Section 3.

If in the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Employer shall advise the Union of the nature of the emergency. The Employer shall confirm said advice in writing as soon thereafter as practicable and shall forward said written notice to the Union.

Not more than ten (10) days after a declared emergency has ended, all suspended provisions of this Agreement shall regain full force and effect.

#### Section 4.

With regard to any grievance arising out of the suspension of any provisions of this Agreement by the Employer in the exercise of its rights under Section Three (3) of this Article, all time limits set forth in the grievance procedures of this Agreement shall be extended until the emergency is over and the suspended provisions shall have regained full force and effect or, at the option of the Union, until the Union shall have received the Employer's written confirmation of its advice regarding the nature of the emergency if it has not already received the same by the time the suspension of provisions is ended.

### ARTICLE 4 DUES DEDUCTIONS

#### Section 1.

Employees who are members of the Union may revoke their Union membership at any time by sending written notice to the Union of their desire to drop their membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked Union membership, for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

#### Section 2.

Employees may join or not join the Union as a personal choice.

#### Section 3.

- A. Subject to the Union's compliance with Sections (A) and (B) hereof, and 7 (D), the Employer will deduct Union membership dues on a monthly basis corresponding to the Employer's regular pay dates, from the wages of those employees who have voluntarily signed dues deduction forms authorizing said deductions and shall forward the proceeds of such deductions to the Union within thirty-one (31) days of such deductions.
- B. After sixty (60) days of employment as a new employee, the Employer will begin the appropriate dues deductions for Union members during the pay period following the pay period in which an employee's dues authorization card (as specified in Section Seven (7)(A) of this Article) is received by the Employer. Regardless of the reasons for termination of an employee, no deductions will be made for terminated employees for the pay period in which the termination is effective.

- C. When a temporary employee is hired to perform Bargaining Unit work, the Employer shall notify the local steward of the reason for employment and the anticipated duration.

#### Section 4.

The Employer shall make the monthly deductions specified above to the extent that each employee's wages are, during each monthly pay period, sufficient to meet the deductions required. The Employer shall not be responsible for collections, computations, or designation of funds that remain uncollected due to an employee's insufficient payroll earnings. If for any reason a required deduction, or portion thereof, is not made from any employee's monthly pay, upon certification from the Union of any deficiency in any required deduction, a sufficient amount will be deducted from the first pay in which the employee has sufficient earnings from which to recover the amount of such deficiency.

#### Section 5.

When forwarding to the Union the proceeds of the deductions provided for herein, the Employer will provide the Union with a monthly record of the dues deducted for each employee and the total amount deducted and forwarded to the Union.

#### Section 6.

The Employer's obligations to make the deductions set forth above, and to forward the proceeds there from and records thereof to the Union, are subject to the following conditions:

- A. The Union will provide the Employer with written individual dues deduction authorization cards for each member, which cards will be signed by both the employee and an appropriate officer of the Union and will clearly authorize a voluntary dues deduction from the wages of the employees on a monthly basis corresponding to the Employer's regular pay dates. The Union will provide the Employer, in writing, with the amount of the authorized monthly deduction for each employee. Such authorized amount shall be uniform in dollar amount or shall require no calculation by the Employer.
- B. The Union shall furnish the Employer with the name, title, and address of the authorized person to whom payments and records are to be sent.
- C. The dollar amount of monthly deductions shall not be changed more than once during any twelve month period. If the amount of any deduction, once certified by the Union, is changed, the amount deducted from the earnings of employees who are subject to such deductions shall not be increased or decreased until the next pay period after the pay period during which written notice of such change is received by the Employer from a duly authorized officer of the Union.
- D. The Union will have provided the Employer with a current typed listing of the names of employees who are subject to the monthly wage deductions contemplated herein, showing the amount of monthly deductions for each employee and the

total monthly deductions for the entire Bargaining Unit. This listing shall be signed and dated by an authorized officer of the Union. Thereafter, written notice of any changes in said list, signed and dated by a duly authorized officer of the Union, shall be delivered to the Employer within thirty (30) workdays of each change. The Employer shall have no duty to effectuate any changes in said listing until the pay period following that pay period in which it receives such written notice.

- E. The Union and its members shall indemnify and hold harmless the City of Willowick and its various officers, employees, and officials, whether elected or appointed, against any and all suits, claims, action, or administrative proceedings arising out of or connected with the imposition, determination, or collection of membership dues, and shall indemnify and hold harmless the Employer and its various officers, employees, and officials, from and against any and all liability imposed upon it or them or any of them as a result of any suit, claim, action, or administrative proceeding arising out of or connected to such matters, and shall reimburse the City for any and all expenses incurred in defending any such suit, claim, action, or administrative proceeding, including, but not limited to, expenses, attorney's fees and court costs. The Union and its members may, if agreement can be obtained with the City at the time when any such controversy arises, partially discharge this obligation to indemnify against, or reimburse for, expenses, by providing the City with legal counsel and a legal defense acceptable to the City.

## ARTICLE 5 UNION REPRESENTATION

### Section 1.

The Employer agrees that no more than two (2) non-bargaining unit accredited representatives of the American Federation of State, County and Municipal Employees, Ohio Council 8, shall be admitted to the Employer's facilities and sites during working hours upon prior notification to the Employer. If more than two (2) representatives are requested to attend, prior approval of the Employer shall be obtained.

The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate an appropriate meeting place for such visits.

## ARTICLE 6 LABOR-MANAGEMENT COMMITTEE

### Section 1.

The parties recognize that certain subjects such as equipment, job duties, work schedules and assignments and various similar management functions, are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the Administration.



## Section 2.

For the parties, a Labor-Management Committee shall be established. The Committee shall consist of two (2) members designated by the Mayor and Council and two (2) Willowick secretaries designated by the Union. Committee meetings shall be scheduled at least annually or as mutually agreed. Meetings shall be scheduled at reasonable, mutually convenient times and shall be closed to the public. Agenda items may be presented by either side and shall be presented to the Mayor's office at least one (1) week prior to any scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. It is not the intent of the parties that the Labor-Management Committee meetings be used to bypass the normal chain of command, and the Union is expected to attempt to work out matters with the appropriate person before raising them at Labor-Management Committee meetings.

## ARTICLE 7 NON-DISCRIMINATION

### Section 1.

Neither party will discriminate against any Bargaining Unit member based on age, sex, race, color, religion, national origin, ancestry, handicap, membership or non-membership in the Union.

## ARTICLE 8 BULLETIN BOARD

### Section 1.

The Employer shall permit reasonable space on a lunchroom bulletin board to post notices of a general and business nature for the Union Bargaining Unit.

Items posted on the bulletin board shall be of a non-political nature. Any libel, defamatory or offensive materials against employees, the City, or the Union shall be removed upon notification by the Employer which may be challenged by the Union.

## ARTICLE 9 PROBATIONARY PERIOD

### Section 1.

All newly hired Bargaining Unit employees shall serve an initial probation period. This period is not less than one hundred eighty (180) calendar days or automatically extended where an employee has not actually worked a minimum of one hundred twenty (120) workdays. A part-time employee's probationary period shall be established as the proportionately greater number of days to equal one hundred and eighty (180) calendar days. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, promote, demote, discipline or discharge such employees.

## Section 2.

Probationary employees shall be afforded Union representation and benefits as defined and set out in this Agreement. Probationary employees shall not be afforded recourse through the grievance procedure in actions involving retention, promotion, demotion, discipline or discharge.

## Section 3.

If a probationary employee's employment is terminated for any reason during the probationary period and such former employee is later rehired, the employee will be considered a new employee, subject to a new probationary period.

# **ARTICLE 10**

## **SENIORITY**

## Section 1.

Seniority shall be an employee's uninterrupted length of continuous service with the City of Willowick from the last date of hire. An employee shall have no seniority for the probationary period provided in Article 9, but upon completion of the probationary period, seniority shall be retro-active to the date of hire.

## Section 2.

Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. Is absent without leave for three (3) or more consecutive workdays unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work within five (5) workdays from the date of receipt of notice of recall from layoff, sent by certified mail, return receipt, (to the employee's last known address as shown on the Employer's records);
- F. Retires;
- G. Fails to report for work within three (3) consecutive workdays of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

Section 3.

Whenever more than one person of the same status (i.e., full time or part time) is hired on the same day, the seniority of each individual, as it relates to such others hired the same day, shall be determined by the last four (4) digits of the employees' social security numbers, with higher being senior.

Section 4.

The Employer agrees to establish and post a seniority list containing employees' names and seniority dates. Such list shall be updated and posted semi-annually by the Employer, or as necessitated by an action related to seniority.

Section 5.

Part-time employees are those who are regularly scheduled to work fewer than forty (40) hours per week. Seniority of an employee considered part-time shall be pro-rated in relation to full-timers' (40 hours per week) seniority and shall be determined by crediting each hour a part-timer is in active pay status as 1 service credit. 2080 hours of service credit shall equal one (1) year.

## ARTICLE 11 LAYOFF AND RECALL

Section 1.

When the Employer determines layoffs are necessary, the following procedures shall be followed.

Section 2.

The Employer shall determine which classification shall be subject to reductions. Within the classification, the following order shall be followed based on seniority with the City of Willowick, starting employees with the least seniority:

- A. Seasonal or temporary employees in the respective classification.
- B. Probationary employees in the respective classification. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority.

Section 3.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees shall be recalled, in the inverse order of their layoff.

Section 4.

Employees originally affected by a layoff shall be given notice of layoff five (5) workdays prior to such layoff occurring. Notices shall either be hand delivered or sent by regular U.S. Mail to the employee's last recorded address. A copy shall be furnished to the Local Union representative.

Section 5.

Employees who are eligible for recall shall be given a notice of return to work five (5) workdays prior to such return to work order. Such notice shall be sent by Certified Mail and regular mail to the employee's last recorded address. A copy shall be furnished to the Local Union representative. Failure to return from such recall notice shall constitute a voluntary resignation.

Section 6. - BUMP

Within five (5) workdays of the layoff notice, employees affected by a layoff can bump in their classification or a lower classification in which they are qualified to perform. Seniority shall prevail. An employee who is affected by a bump shall immediately exercise their right to bump if a position is available and seniority allows. The final or remaining employee(s) will be laid off.

Section 7.

In the event a reduction of hours occurs, Such reduction will be based on designated classifications. If a reduction of hours is not voluntarily accepted by the affected employee, seniority within the classification shall be the determining factor. Affected employees will be re-assigned accordingly.

## ARTICLE 12

### POSTING

Section 1.

When the Employer determines a Bargaining Unit vacancy exists, a notice of the vacancy shall be posted for five (5) weeks. The posting will state the classification title, wage rate range, and the requirements for the position.

Section 2.

Any Bargaining Unit employee who feels he/she possesses the necessary qualifications may apply for the vacancy.

Section 3.

Applications may also be taken from outside the Bargaining Unit.

Section 4.

The Mayor's Office will notify the Union in writing when a temporary employee is hired to fill a bargaining unit position.

Section 5.

The final decision in filling vacancies shall be left solely to the Employer.

Section 6.

The Employer reserves the right of assignment based on classification within the various divisions or departments of the City. When the Employer determines a vacancy exists, employees working fewer hours or in lower paid classifications may be considered for the position.

Section 7.

Current employees who the Employer chooses to fill such vacancies shall serve a probationary period of ninety (90) calendar days. Such employees shall receive proper orientation. Employees who fail to meet the Employer's expectations shall be re-assigned to their former position at their previously established rate, including any increases that may have occurred during their probationary period on the new job.

### ARTICLE 13 HOURS OF WORK

Section 1.

The work week shall be defined as a seven (7) day period beginning Sunday 12:01 A.M. and ending Saturday midnight.

Section 2.

Hours and schedules of employees shall be determined by the Employer. Nothing contained herein shall be construed as preventing the Employer from structuring, scheduling, or assigning employees for the purpose of promoting the efficiency of operations.

Section 3.

For full-time employees, the normal work week shall be forty (40) hours per week. The establishment of a normal work week does not guarantee a forty (40) hour week. The normal workday shall be nine (9) hours per day which includes a one (1) hour unpaid lunch period. In the event a regular full-time employee's hours are to be reduced to part-time, the Employer shall advise the Union prior to the effective change.

Employees may be assigned alternative workday and hour schedules as determined by

the Employer. Except in cases beyond the control of the Employer, employees shall be given four (4) weeks advance notice of a normal work week schedule change. Any changes to current work schedules will be discussed with the Union prior to implementation. In cases where general operational hours are expanded, employees will be assigned on a rotating basis among qualified employees.

The parties recognize a particular division or service may require the normally assigned employee be designated to work the assignment.

For part-time employees, hours and schedules shall be determined by the Employer.

#### Section 4.

Lunch periods shall be scheduled by the Employer to meet the operational needs of the City, approximately at mid-way through the employee's shift.

### ARTICLE 14 OVERTIME

#### Section 1.- OVERTIME COMPENSATION

- A. All Bargaining Unit members who work more than forty (40) hours during any normal work week shall be compensated for such time actually worked in excess of forty (40) hours at a rate which is one and one-half (1-1/2) times the regular hourly rate of compensation.
- B. Whenever any Bargaining Unit member, employed on a full-time basis, actually works more than forty (40) hours in one week, he or she may, in lieu of overtime compensation, be provided with compensatory time off up to eighty (80) hours cumulative. Such compensatory time off shall be computed at a rate of one and one-half (1-1/2) times the regular time worked. Such compensatory time off may be carried over from year to year.
- C. A Bargaining Unit employee shall be permitted to sell back (one time) up to twenty (20) hours of compensatory time each calendar year. Employees shall submit a written request for payment by November 15th to receive such compensation in the first check paid in December.
- D. For purposes of computing overtime pay and/or compensatory time; holidays, vacation days, compensatory days and personal days shall be counted as time actually worked. Sick leave shall not be construed as time actually worked.

### ARTICLE 15 WORK RULES

#### Section 1.

The Employer may prepare, issue and enforce reasonable work rules, efficiency

standards, and safety regulations in the exercise of a management function. Such rules shall not be in conflict with this Agreement and shall be uniformly enforced to provide a safe, orderly, and efficient operation. Programmatic requirements, procedures, policies, or rules are not work rules and remain within Management's right to change, enforce, establish, etc. and are not subject to the conditions set out herein and are not grievable.

## ARTICLE 16 DISCIPLINARY ACTION

### Section 1.

No employee shall be disciplined and except for newly hired probationary employees, no employee shall be discharged or removed except for just cause. When just cause for imposing disciplinary action upon an employee is determined by the Employer to exist such action will be imposed, whenever practicable, in such a manner as to avoid embarrassing the employee before other employees or the public.

### Section 2.

Disciplinary actions or measures may include, in order of severity, but are not limited to, any of the following:

- A. Oral Warning
- B. Written Reprimand
- C. Suspension
- D. Demotion
- E. Discharge

In addition to discipline set out above, other conditional or corrective action may also be implemented such as counseling or rehabilitation. Progressive and corrective disciplinary action shall not be categorized by type of infraction.

### Section 3.

- A. Oral warnings or written reprimands may be given to employees without prior notification, and a record of such reprimands may be entered in the employee's personnel file.
- B. Any employee who may be subject to any disciplinary action more severe than an oral warning or written reprimand, whether continuing to work or suspended pending disciplinary action, will be given a written notice of the Employer's intent to discipline and will be afforded a hearing (at which he shall be entitled, other than at the Employer's expense, to representation of his choice) before a management representative who is not involved in any of the events upon which

the intent to discipline is based.

- C. The notice of intent required by this Section shall advise the employee of the nature of the charges against him, the levels of discipline which may be incurred if they are sustained, his right to a disciplinary hearing upon those charges, his right to representation of his choice other than at the Employer's expense, and the date, time, and location of the disciplinary hearing to be afforded him, which date and time shall be at least twenty-four (24) hours after his receipt of the notice of intent. A copy of this notice shall be delivered to a designated Union representative, on duty at the time, contemporaneously with its delivery to the employee who is subject to discipline, or as soon thereafter as the Union has a representative on duty.
- D. Prior to the scheduled time for hearing the employee may waive his right to a hearing. An employee who waives his right to a hearing shall be deemed to acknowledge the existence of just cause for imposition of any of the disciplinary penalties set forth in the notice of intent and may not grieve the imposition of discipline in the matter for which the hearing was scheduled. An employee who fails to attend a scheduled disciplinary hearing after receipt of a proper notice of intent, and without prior agreement with the Employer, or between the Employer and the Union, to reschedule that hearing, shall be conclusively deemed to have waived the right to a hearing.
- E. At the hearing provided for herein, the employee shall be afforded an opportunity to respond to the charges against him, and to advance any versions of events, explanations, or mitigating circumstances which he believes operate to his benefit.

#### Section 4.

Oral or written reprimands may be processed to the Mayor's level to be final and binding. Any employee receiving disciplinary action greater than a written reprimand, including asuspension, demotion, or discharge may appeal such penalty through the grievance procedure including arbitration. Disciplinary grievances shall be entered at that step which involves a management representative of greater authority than the authority of the management representative who conducted the disciplinary hearing and imposed the discipline, or, if there is no management representative of greater authority, at the level of the Mayor.

#### Section 5.

The City shall insure that the affected employee receives a copy of all disciplinary actions placed in the employee's official personnel file. Records of any oral warning or written reprimands will cease to have force and effect and shall not be used in progressive disciplinary measures one (1) year after theeffective date of the warning or reprimand providing there are no intervening disciplinary actions during the period.

Records of any suspensions of five (5) days or less will cease to have force and effect and shall not be used in progressive disciplinary measures three (3) years after the effective date of the suspension providing there are no intervening disciplinary actions during the period.



Records of any suspensions greater than five (5) days will cease to have force and effect and shall not be used in progressive disciplinary measure five (5) years after the effective date of the suspension providing there are no intervening disciplinary actions during the period.

#### Section 6.

No provision set out in this Article pertains to probationary employees or to the Employer's right to remove, reduce, or fail an employee in a probationary capacity.

Newly hired probationary employees may not appeal a probationary removal under the terms of this Agreement.

### ARTICLE 17 GRIEVANCE PROCEDURE

#### Section 1.

A "grievance" shall be defined as any dispute arising between the parties to this Agreement, or between any Bargaining Unit employee and the Employer, in which the aggrieved party alleges that there has been a violation, breach, or improper application of any one or more of the provisions of this Agreement. The propriety of, and the procedures followed by the Employer in, all disciplinary suspensions, demotions, or discharges of employees of the Bargaining Unit shall be subject to the grievance procedures set forth in this Article, except for a newly hired probationary removal.

#### Section 2.

A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Union and the Employer:

1. Aggrieved employee's name
2. Date of the event leading to the grievance
3. A description of the incident giving rise to the grievance
4. Date grievance was filed in writing
5. Specific articles, rules, or regulations violated
6. Desired remedy to resolve the grievance
7. Signature of grievant or steward

#### Section 3.

All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

In cases where one Bargaining Unit employee takes such an action that results in a grievance by another employee, the employee who believes himself to be grieved because of such action, may only ask for resolution to the grievance that is not pecuniary to the Employer. The Union through its local representative may file a grievance in cases where an action affects the Unit as a whole.

Any grievance not answered by the Employer within the stipulated time limits shall be advanced by the Union to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. Any grievance not forwarded to the next step by the Union within the stipulated time limits shall be considered resolved at the previous step's response.

Days, for the purposes of this Article, shall be Monday through Friday excluding holidays.

Responses to grievances by the Employer shall be considered served when delivered to the employee and/or to the steward.

The grievant shall have the right to Union representation. Legal counsel may be obtained by the employee if he so desires at no expense to the Employer.

#### Section 4.

The following procedure shall be as follows:

STEP 1 - The Union and/or employee shall refer the written grievance to the designated supervisor within fifteen (15) days of the occurrence which gave rise to the grievance. The supervisor or his designee shall have ten (10) days in which to schedule a meeting with the employee and/or representative. A written response shall be provided within five (5) days of such meeting. Absent a scheduled meeting, the supervisor or his designee shall investigate and respond in writing to the employee and/or representative within fifteen (15) days following the submission of the grievance.

STEP 2 - If the grievance is not resolved at Step 1, the Union and/or employee may refer the grievance to the Mayor or his designee within ten (10) days after receiving the Step 1 reply. The Mayor or his designee shall have ten (10) days in which to schedule a meeting with the employee and/or representative. A written response shall be provided within five (5) days of such meeting. Absent a scheduled meeting, the Mayor or his designee shall investigate and respond in writing to the employee and/or representative within fifteen (15) days following the submission of the grievance to Step Two (2).

In cases where an employee pursues a grievance without representation by AFSCME, the Union will be provided with a copy of each response to grievances. In such cases, the steward or their designee will be notified of the time and place of scheduled grievance meetings and may be present.

STEP 3 – Arbitration – If the grievance is not satisfactorily settled in Step 2, the Union may make a written notice that the grievance will be submitted to Arbitration. A request for arbitration must be submitted within ten (10) days following the date the grievance was answered in Step 2 of the grievance procedure.

The Employer and the Union shall agree to request a Sub-Regional Pool list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Services (FMCS) within ten (10) days of submission of the request for arbitration. The request for a list of arbitrators will stipulate that the arbitrators be members of the National Academy of Arbitrators. The parties shall arrange to select an arbitrator within five (5) days of receipt of the list.

For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

For subsequent arbitrations, the first strike shall alternate between the parties.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein.

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be binding upon the parties. All costs directly related to the service of the arbitrator shall be borne by the losing party. In the event the award is a modification of either party's position, the costs shall be shared equally by the Employer and the Union. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording.

## ARTICLE 16 PERSONNEL FILES AND POLICY

### Section 1.

Understanding that the City maintains individual personnel files, the Bargaining Unit member may and on at least an annual basis be permitted to review his personnel file with at

least a five (5) day written request.

Should a Bargaining Unit member, upon review of his/her file, come across material of a negative or derogatory nature, said Bargaining Unit member may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the Bargaining Unit member's file as long as the negative material remains.

When a Bargaining Unit member is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law, shall be made to withhold publication of the Bargaining Unit member's name and extent of the disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the Bargaining Unit member.

Release of information or documents contained in an employee's personnel service file is confidential to that employee and shall not be disclosed other than as may be provided by law.

## ARTICLE 19 DRUG TESTING

### Section 1.

The term "drug" includes cannabis, as well as other controlled substances as defined in the Ohio Revised Code.

The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed or the abusive use of a legally prescribed drug.

### Section 2.

Employees may be tested for illegal drug usage under either of the following conditions:

1. Where there is reasonable cause to believe that the employee to be tested is abusing illegal drugs.
2. When such tests are mandated by Federal and/or State Law.

### Section 3.

An employee refusing to submit to testing shall be subject to discipline up to and including discharge.

### Section 4.

In the event an employee tests positive for drugs, a confirmatory test using the GC/MS (gas chromatography/mass spectrometry) methods will be performed, utilizing a portion of the original sample, which will be performed by a certified SAMHSA laboratory. If such confirmatory test is also positive, such employee shall be subject to discipline up to and

including discharge. A rehabilitation program may also be included if the circumstances so warrant.

#### Section 5.

The City shall pay for the first two (2) steps. Additional tests desired by the employee or return to work test or follow up tests required by the Employer, not to exceed two (2) per year for up to three (3) years, shall be at his/her expense.

#### Section 6.

Any discipline imposed pursuant to this Article may be grieved pursuant to Article 17 of this Agreement.

### ARTICLE 20 WAGES

Wage schedule shall reflect a two and one-half percent (2 1/2%) increase effective the first full pay after January 1, 2022 and a two and one-half percent (2 1/2%) in the first full pay in 2023 and a two and three-fourths percent (2 3/4%) in the first full pay in 2024.

The base hourly wage rates applicable to full-time and part-time employees in the secretarial and clerical classifications covered by this Agreement shall be established as follows:

#### Effective first full pay after January 1, 2022, Full-Time

SECRETARY II
Start – 17.43
6 mo. – 18.84
1 – 19.61
2 – 20.38
3 – 21.15
4 – 21.91
5 – 22.74

#### Effective first full pay in 2023

SECRETARY II
Start – 17.87
6 mo. – 19.31
1 – 20.10
2 – 20.89
3 – 21.68
4 – 22.46
5 – 23.31

Effective first full pay in 2024

SECRETARY II
Start – 18.36
6 mo. – 19.84
1 – 20.65
2 – 21.46
3 – 22.28
4 – 23.08
5 – 23.95

Section 2.

Normally, employees shall receive the base hourly rate established as the starting rate for the classification in which they are hired. Such new hires shall advance after six (6) months and shall advance again after one (1) years' service, Thereafter, they shall advance annually. Based on performance, after a 12 month period, the employer may advance an employee in steps but not above the rates of the current bargaining unit members in the same classification. Months and years shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick. If the Employer determines a new employee's skills and ability exceed the starting rate established, the Employer may start the employee at a rate higher than the starting level, but not at nor above present Bargaining Unit employees in the same classification.

Section 3.

Employees who successfully apply for and are placed in a classification considered a promotion shall be placed at the step that provides an increase in base hourly wage rate and advance annually based on a year of service in the active pay status.

Employees who successfully apply for and are placed in a classification considered lower, or who are so placed as the result of a demotion, layoff or bump, shall be placed at the same step number they had previously attained, but shall be paid the appropriate base hourly wage rate of the lower classification. Future advancement will be based on prior step date in previous classification.

Section 4.

Employees shall be granted additional compensation based on years of service defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick, as set out below in this section. 2080 hours of service credit shall equal one (1) year. Such compensation shall be added to the employee's base hourly rate, pursuant to the following schedule:

YEARS OF SERVICE (SENIORITY)

After five (5) years                      \$0.24

After ten (10) years	\$0.48
After fifteen (15) years	\$0.72
After twenty (20) years	\$0.96

Such rates are in total and are not accumulative. Any compensation added to the employee's hourly rate as set out in this Section shall not be considered in determining placement into other classification schedules set out in Section 6 of this Article.

As used in this Agreement, "active pay status" is defined as receiving wages from the City of Willowick for work performed, compensatory time, paid administrative leave or paid vacation, personal, holidays, sick, funeral and injury leave. An employee is not in the active pay status when on an unpaid leave, disciplinary suspension of ten (10) or more workdays or collecting unemployment payments or loss of time benefits from the Bureau of Workers' Compensation or receiving disability retirement benefits.

The active pay status standard, as set out throughout this Agreement, shall only apply prospectively and therefore any time previous to January 1, 2011, which could be considered outside of active pay status shall not be counted in calculating time outside of active pay status.

#### Section 5.

When a member of the bargaining unit is assigned to work temporarily as payroll officer for a duration of three (3) hours or more, that employee will receive an additional two dollars (\$2.00) per hour for the hours worked.

### ARTICLE 21 SICK TIME

#### Section 1. – SICK LEAVE

- A. Each full-time Bargaining Unit member shall be entitled, for each complete month of service to the City, to be absent for one and one-fourth (1-1/4) workdays with pay for the reasons specified in Subsection D hereof. For the purpose of this Section, a total of one hundred sixty (160) hours of work within any one (1) calendar month shall be considered as one (1) month of full-time employment. However, in computing such total of one hundred sixty (160) hours in any calendar month, no deduction shall be made for the absence of a Bargaining Unit member due to illness of or injury to the Bargaining Unit member, which illness or injury shall be established by the evidence required by Subsection D hereof, or due to paid vacations or legal holidays.
- B. Compensation to be allowed for such days of sick leave actually taken by a Bargaining Unit member shall be on the same basis to which the Bargaining Unit member would have been entitled as compensation for his/her usual service if it had been performed on such days.
- C. Unused sick leave may be accumulated without limit.

- D. When approved by the Mayor, a Bargaining Unit member may use sick leave as provided in Subsection A above, for absence due to illness, injury, pregnancy-related condition, exposure to contagious disease which could be communicated to other Bargaining Unit members and to illness or death in the Bargaining Unit member's immediate family. Immediate family shall mean the employee's spouse, child, parent, brother, sister, grandparent or grandchild. Nothing contained in this Section shall be construed to authorize sick leave with pay for any sickness or accident resulting from moral turpitude, intoxication or use of narcotics,
- E. Except as provided in Subsection F hereof, sick leave credit shall be effective only during such time as a Bargaining Unit member remains in the employ of the City and no Bargaining Unit member shall be entitled to any compensation in any form for any unused sick leave credit remaining upon the termination of his/her employment with the City. However, the previously accumulated sick leave of a Bargaining Unit member whose employment with the city has been terminated may, with approval of the Mayor, be placed to his/her credit in the event of his/her re-employment by the City within a period of three (3) years from the date of his/her last employment by the City. A full-time employee who becomes part-time shall not lose any accrued sick leave bank. In such cases an employee who would have been eligible for a sick leave cash out upon retirement shall maintain such right of cash out.
- F. After ten (10) years full-time employment with the City of Willowick and upon the retirement under PERS terms and conditions, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member is currently employed, there shall be paid an amount representing any previously accumulated sick leave earned while in the employ of the City of Willowick as follows:
1. Payment shall be for a maximum of one hundred twenty (120) days of accumulated, unused sick leave upon retirement, to any Bargaining Unit member.
  2. In case of death, to the Bargaining Unit member's estate.
  3. In the case of injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, to the employee or for his/her use to the guardian or conservator of his estate.
  4. Such payment will be made when a qualifying event occurs while currently employed with the City of Willowick. No payment will be made to a former employee.
- G. An employee of any public agency or state or federally funded program who is hired by the City of Willowick shall be credited with the unused balance of his/her accumulated sick leave with such public, state or federal agency or program, provided that no cash out provision was exercised and that such balance



is evidenced to the satisfaction of the Mayor by an appropriate certificate or letter from the appropriate official of such public, state or federal agency or program.

- H. Sick leave transfer credited from any public, state or federal agency or program shall not be added to the total sick leave earned as a City of Willowick employee for purposes of any type of cash out. Transferred sick leave may only be used as sick leave after exhausting sick leave accrued with the City of Willowick.

## Section 2.

In the event an employee incurs within any twelve (12) month period more than three (3) absence occurrences which commence on the day immediately preceding or the day immediately following a scheduled day or days off, the Department Head may require the employee to submit an appropriate medical certificate covering any such additional absence occurrence. The Employer may require certification of medical attention when an employee is off for three (3) consecutive workdays.

## Section 3. – FAMILY/MEDICAL LEAVE

- A. The Employer shall grant an eligible employee up to twelve (12) weeks leave during a rolling twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory or sick leave (if medically required) time shall be utilized first and shall count towards the leave. Such leave shall be granted for a continuous period or intermittently depending on the employee's needs.
- B. Employees shall be granted such leave for the following reasons:
  - 1. Because of the birth of a son or daughter;
  - 2. Because of the placement of a son or daughter with the employee for adoption or foster care;
  - 3. To care for a spouse, son, daughter, parent or guardian who has a serious health condition that involves in-patient care in a medical facility or continuing treatment by a health care provider.
  - 4. Because of a serious health condition that makes the employee unable to perform the functions of his/her job.
- C. Eligible employees shall be defined as an employee employed for at least twelve (12) months who has worked a minimum of 1250 hours during the previous twelve (12) month period.

ARTICLE 22  
TRANSITIONAL WORK ASSIGNMENT

Section 1.

An employee receiving temporary total compensation through Worker's Compensation or similar self-funded program as a result of an on duty injury, may be required to return to work in a transitional work assignment as determined by the Employer. Such assignments will be for cases that are temporary in nature and will take into consideration any limitations placed on the employee by the attending physician.

ARTICLE 23  
BEREAVEMENT

Section 1.

Each Bargaining Unit member shall be allowed, with full compensation and without deduction from accumulated sick leave, three (3) days in the event of the death and attendance at the funeral of any of the following relatives of such employee or his/her spouse: spouse, child, parent, brother, sister, grandparent or grandchild.

ARTICLE 24  
HOLIDAYS

Section 1. – TIME OFF FOR HOLIDAYS

- A. Each full-time employee shall receive credit for eleven (11) legal holidays in each calendar year. An employee must have completed thirty (30) days of full-time service to be eligible for any scheduled paid holidays. Paid holidays shall be as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

Section 2.

In order to be eligible for holiday pay, an employee must work or be in the active pay status the regularly scheduled workday immediately preceding and immediately following such holiday.

Section 3.

If any holiday falls on a Saturday, the Friday preceding shall be observed as the holiday. If any holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.

In the cases of Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day shall be observed as follows:

When Christmas and/or New Year's Day fall on a Saturday, the holiday on the Eve shall be observed on the Thursday with Christmas and/or New Year's observed on Friday.

When Christmas and/or New Year's Days fall on a Monday, the holiday on the Eve shall be observed on Friday and Christmas and/or New Year's will be observed on Monday.

#### Section 4.

Any employee regularly scheduled to work other than Monday through Friday shall observe the first of the two (2) days off per week as if it were a Saturday and the second day off as if it were the Sunday.

### ARTICLE 25 VACATION

#### Section 1. – ANNUAL VACATION

- A. Each regular full-time employee shall receive a vacation with pay, based upon the following schedule of years of service in the active pay status:

<u>YEARS OF SERVICE</u>	<u>VACATION IN WEEKS</u>
1 or more but less than 5	2 weeks
5 or more but less than 10	3 weeks
10 or more but less than 15	4 weeks
15 or more but less than 20	5 weeks
20 or more	6 weeks

- B. For the purposes of determining the number of vacation days to which each regular full-time employee is entitled, years of service shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire. 2080 hours of service credit shall equal one year. Each employee shall be entitled to vacation as determined by the schedule for each twelve (12) months worked. The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.
- C. Schedules for vacations shall be arranged by and approved by the Employer. The vacation schedule will be circulated to the clerical staff, in order by seniority, during the month of January. The completed schedule will be returned to the Employer by the last day of January and posted. Employees shall be permitted to schedule individual days of vacation; however, the scheduling of full weeks shall take precedence over individual days. Any requests which are received after January 31st will be scheduled on a first come, first serve, basis, as approved by the Employer, so as not to conflict with previously scheduled vacation time.
- D. The vacation pay shall be the salary for the employee's regular work week to be computed at the regular hourly rate of such employee.

- E. A full-time employee who becomes part-time shall not lose any accrued unused vacation. Such accrued unused vacation balance shall be based on the number of vacation hours accumulated as a full-time employee. The employee's balance shall be reduced by the number of hours taken as vacation. Such vacation shall be permitted to be scheduled for such time as the employee would normally be scheduled to work.
- F. A part-time employee who becomes full-time shall begin to accrue vacation as of the date they become full-time. Such employee's seniority date will be determined pursuant to Article 10, Section 5. The established seniority date will be utilized to determine years of service with the City of Willowick and the amount of vacation the employee is entitled to accrue.
- G. Three (3) personal days will be allotted per calendar year for full-time employees, commencing January 1st and ending December 31st. Personal days must be used at any time during this period. A new employee in the first year of employment will be entitled to one (1) personal day for each full quarter remaining in the calendar year hired.

## ARTICLE 26

### HEALTH INSURANCE

#### Section 1.

Health insurance benefits shall be at least equal to those currently provided by the City for the duration of this contract except as altered in section 3 and or 4 of this article. The City maintains and preserves its right to determine by whom and the manner in which such benefits are provided.

#### Section 2.

Prescription plan limits shall be established as a \$10.00/\$20.00/\$40.00 plan with mail in required for maintenance prescriptions at a two (2) month co-pay for a ninety (90) day supply.

#### Section 3.

The Employer will pay 87% of the accumulated total of the health, prescription, eye, and Dental care premiums based on the employees plan level eligibility. The employee shall pay 13%. A four-tier plan level of eligibility will be established, which includes single, single plus child, employee plus spouse, family 3 or more.

Plan design include the following:

\$75 Emergency Room Copay

\$50 Urgent Care Copay

\$20 Dr. Visit Copay

	In-network	Out-of-network
Coinsurance	90%/10%	70%/30%
Deductible	\$200/\$400	\$400/\$800
Coinsurance Limit	\$800/\$1,600	\$1,600/\$3,200

Payment shall be made through payroll deduction prior to the date due. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee.

#### Section 4.

A city-wide health care cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each Bargaining Unit (Dispatchers, Police Officers, Police Sergeants and Lieutenants, Service, Clerical and any additional full-time bargaining unit certified by SERB) and a member of Non-Bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advise on elements of the insurance program.

In the event the City proposes plan level/design changes at times other than during successor collective bargaining agreement negotiations, each member of the Committee shall have one (1) vote. Acceptance of any plan level/design changes, during the term of the collective bargaining agreement, shall require a majority vote of the total members of the Committee.

### ARTICLE 27 UNIFORMS

#### Section 1.

A spending account of Three Hundred Dollars (\$300.00) per calendar year shall be established for each regular full-time Bargaining Unit employee assigned on a regular or permanent basis to the Fire Department for the purchase of designated uniform articles.

Designated uniform articles shall include the following items: shirt, tie, vest, sweater, and slacks. The Employer reserves the right to designate the style, type, color, material, etc. of the uniform.

#### Section 2.

Normally employees will be permitted to purchase their desired quantity and type of items listed in the designated uniform list. The Employer reserves the right to designate specific article(s) to be purchased and deducted from the spending account.

#### Section 3.

The City shall replace damaged or worn uniforms at the Chief's discretion.

#### Section 4.

Each employee assigned to the Fire Department shall be reimbursed up to one hundred dollars (\$100.00) per year for cleaning and maintenance expenses, paid the first pay in December.

#### Section 5.

An employee appointed to such position for less than a year shall be entitled to a pro-rata portion of the spending account and reimbursement.

The amounts set out in sections one (1) and three (3) of this Article shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period.

### ARTICLE 28 MILEAGE

#### Section 1. - MILEAGE

When it is necessary for the proper conduct of the government, business affairs or functions of the City, for a Bargaining Unit member to drive his/her private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his/her private automobile at the rate of twenty cents (\$.20) per mile driven for such purpose, and shall also be reimbursed any parking or toll costs directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and their reporting work location. Use of a private automobile must be approved in advance by the Mayor.

### ARTICLE 29 NO STRIKE

#### Section 1.

Neither AFSCME nor any member of the Bargaining Unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass interference with the normal operations of the City during the term of this Agreement.

A breach of this Section may be grounds for discipline.

#### Section 2.

The Union shall at all times cooperate with the City to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by AFSCME. AFSCME shall advise the Bargaining Unit members to return to work immediately.

### Section 3. – NO LOCK OUT

During the term of this Agreement, the City shall not lock out the Bargaining Unit members.

## ARTICLE 30 SAVINGS CLAUSE

### Section 1.

Nothing contained in this Agreement shall alter the authority conferred by the ordinances and resolutions of the Willowick City Council, applicable State and Federal Laws, and the Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority. Should any part of this Agreement be held invalid by operation of law or by a tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion or portions of this Agreement by a Court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

## ARTICLE 31 MUTUALLY AGREED DISPUTE SETTLEMENT PROCEDURE

### Section 1.

Pursuant to ORC 4117.14(c), the parties agree that upon receipt of a Notice to Negotiate, they will make a good faith effort to conclude negotiations within sixty (60) calendar days. The parties may mutually agree to extend the initial sixty (60) day period.

### Section 2.

If an agreement is not reached on all issues within this period, or if an impasse exists at an earlier time, the parties agree to seek to resolve their impasse by requesting that SERB appoint a mediator to assist the parties with their negotiations. If the assistance of a mediator is required, the parties agree to meet on not less than two (2) occasions or as mutually

agreed in an effort to reach an agreement.

Section 3.

If after mediation no agreement is reached, each party reserves its rights guaranteed under 4117.14 D(2).

ARTICLE 32  
TOTAL AGREEMENT

27.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 33  
LENGTH OF AGREEMENT

Section 1.

This Agreement shall become effective January 1, 2022, and shall remain in effect until December 31, 2024, and shall automatically renew itself thereafter from year to year, unless written notice of its desire to terminate, modify or negotiate a successor agreement is served by either party upon the other party at least sixty (60) days prior to this Agreement's expiration date.

In witness whereof, the parties have caused this Agreement to be executed

FOR THE CITY OF WILLOWICK

FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, OHIO COUNCIL 8,  
AFL/CIO

\_\_\_\_\_

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AFSCME LOCAL 688

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APPROVED AS TO FORM:

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Director of Law

**ORDINANCE NO. 2022 - 19 (AS AMENDED)**

**AN ORDINANCE AMENDING ORDINANCE 2022-8 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND (101) AND THE SENIOR CITIZENS FUND (220) FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2022, AND DECLARING AN EMERGENCY.**

**SECTION 1.** Be it ordained by the Council of the City of Willowick, State of Ohio, that to provide for the current expenses and other expenditures of said City of Willowick during the calendar year ending December 31, 2022, that the following sums be and they are hereby set aside and appropriated as follows:

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

**Mayor's Office****Other**

Schools & Training	101.701.5513	5,000.00
<b>Total Other Expenses</b>		5,000.00
<b>Total Mayor's Office</b>		<b>5,000.00</b>

**Finance Administration****Personal Services****Other**

Capital Improvements	101.702.5600	25,000.00
<b>Total Other Expense</b>		25,000.00
<b>Total Finance Department</b>		<b>25,000.00</b>

<b>TOTAL GENERAL FUND:</b>		<b>30,000.00</b>
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**SECTION 3.** That there be appropriated from the Senior Citizens Center Fund:

**SENIOR CITIZENS CENTER FUND****Other**

Levy Fund	220.304.5603	50,000.00
<b>Total Other Expense</b>		50,000.00
<b>TOTAL SENIOR CITIZENS CENTER FUND</b>		<b>50,000.00</b>

<b>TOTAL ALL FUNDS</b>		<b>80,000.00</b>
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**SECTION 4.** That the Finance Director is hereby authorized to make expenditures or payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefore, approved by the Board of Officers authorized by law to approve the same, or an Ordinance or Resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

**SECTION 5.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 3.12 of the Charter of the City of Willowick and Section 121.22 of the Ohio Revised Code.

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

**SECTION 7.** That this Ordinance is hereby declared and determined to be an emergency measure necessary for the preservation of the public peace, health and safety of said City for the reason that immediate provision must be made for the appropriation herein provided for and it shall, therefore, be in effect immediately upon its approval by the Mayor of the City.

**PASSED:** \_\_\_\_\_, 2022

**Submitted to the Mayor for his approval**  
**on** \_\_\_\_\_, 2022

**ATTEST:**

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

**Approved by the Mayor on**  
\_\_\_\_\_, 2022

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

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

**RESOLUTION NO. 2022 - 6****A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)  
TO ALADTEC IN THE AMOUNT OF \$4,295.00, FOR THE CITY OF WILLOWICK,  
AND DECLARING AN EMERGENCY.**

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

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

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

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

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

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

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

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

**PASSED:** \_\_\_\_\_, 2022

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

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2022

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2022

**ATTEST:**

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

\_\_\_\_\_  
**Richard J. Regovich, Mayor**



Aladtec, Inc.  
387 Arrow Court, Ste 101  
River Falls, WI 54022

# INVOICE

**Invoice #** 2022-0529

**Invoice Date** 2/17/2022

**Due Date** 4/1/2022

**PO #**

**Contact Us** billing@aladtec.com  
715.690.2301  
support@aladtec.com  
715.690.2300  
www.aladtec.com

## Bill To

Willowick Fire Department  
30435 Lake Shore Blvd  
Willowick, OH 44095

Description	Users	Amount
Aladtec Online Employee Scheduling and Workforce Management System: Subscription includes hosting, phone and e-mail support, and upgrades.	66	4,295.00T

Discount applied: \$4,752 - \$457 (grandfathered discount) = \$4,295

04/01/2022 through 03/31/2023

Sales Tax 0.00

GST/HST Number: 76718 7347  
QST Number: 1228304618

Payments/Credits \$0.00

**Balance Due** \$4,295.00

Open Balance \$4,295.00

\*Payable in US Dollars\*

**RESOLUTION NO. 2022-7****A RESOLUTION AUTHORIZING THE CITY OF WILLOWICK TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION CONTRACT (2022-2023) FOR THE PURCHASE OF ROAD SALT, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Willowick, Lake County, Ohio (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid (2022-2023) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

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

**SECTION 1.** The Political Subdivision hereby agrees:

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

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

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

(d) The Political Subdivision’s electronic order will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

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

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

(g) The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than April 29, 2022

by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**SECTION 2.** All formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 3.12 of the Charter of the City of Willowick, and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick.

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

Adopted by Council: \_\_\_\_\_, 2022

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

Submitted to the Mayor: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

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



**RESOLUTION NO. 2022 - 8****A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)  
TO SHERMAN VALUATION & REVIEW, LLC IN THE AMOUNT OF \$4,835.32, 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:** \_\_\_\_\_, 2022

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

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2022

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2022

**ATTEST:**

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

\_\_\_\_\_  
**Richard J. Regovich, Mayor**

# Sherman Valuation & Review, LLC



JEFFERSON L. SHERMAN, MAI, AI-GRS

29017 Chardon Road – Suite 220  
Willoughby Hills, Ohio 44092  
Office: 440-516-1188  
Cell: 440-487-4837  
E-mail: jsher44094@aol.com

## INVOICE FOR SERVICES

**DATE:** March 4, 2022

**CLIENT:** Mayor Richard J. Regovich  
C/O Stephanie E. Landgraph, Esq.  
Law Director  
City of Willowick  
30435 Lake Shore Boulevard  
Willowick, OH 44095

**RE:** ADDITIONAL SERVICES (Trial Preparation) for:  
32800 Lakeland Boulevard  
Willowick, Ohio 44095

**SERVICES PERFORMED TO DATE:** Expert witness preparation

I hereby request **\$4,835.32** as payment in full to date in the above matter.

SHERMAN VALUATION & REVIEW, LLC

A handwritten signature in dark ink, appearing to read "Jefferson L. Sherman".

Jefferson L. Sherman, MAI, AI-GRS  
29017 Chardon Road – Suite 220  
Willoughby Hills, Ohio 44092  
Phone: 440-516-1188

**TOTAL FEE:** \$4,835.32  
(detail attached on page 2)

Federal Tax I.D. No. 83-3292973  
File No. 22-03

**DETAIL OF HOURS & EXPENSES**

32800 Lakeland Boulevard - Expert witness support

<b>Date</b>	<b>Service</b>	<b>Hours</b>	<b>Expenses</b>	<b>Total w/ Expenses:</b>
6/2/2021	Note to Landgraph on voir dire and analyze/read report	1.00		
1/7/2022	Preparation and meeting with Landgraph and Lucas	2.00		
1/12/2022	Correspondence	0.25		
1/13/2022	Review, sketch answers to emails	0.75		
1/25/2022	Write answers to direct exam. Questions, call Lucas	1.00		
1/31/2022	2 calls to Lucas, continue writing Q and As for direct exam	4.50		
2/1/2022	Rehearse and append testimony	0.75		
3/2/2022	Trial prep with Landgraph and Lucas	1.25		
3/3/2022	Review testimony	0.25		
3/4/2022	38 miles to / from court @ 0.585 / mile	N/A	\$22.82	
3/4/2022	Trial appearance	2.00		
	Total Hours	13.75		
	Hourly Rate	\$350.00		
	Totals:	\$4,812.50		\$4,835.32

**Dawn Snyder**

---

**From:** Stephanie E. Landgraf <SLandgraf@wilesrichards.com>  
**Sent:** Friday, March 4, 2022 4:18 PM  
**To:** Dawn Snyder  
**Subject:** Fwd: trial prep invoice  
**Attachments:** Embedded5883cb4ba91a4c1fbb429a409e50622e.png; 22-03 Invoice for trial prep.pdf; Embedded5883cb4ba91a4c1fbb429a409e50622e.png

Dawn,

Can you have this paid? It was for expert witness fees in the case captioned Concrete Inc v Willowick.

Thank you!

Stephanie

Begin forwarded message:

**From:** Jefferson Sherman <jsher44094@aol.com>  
**Date:** March 4, 2022 at 4:02:23 PM EST  
**To:** "Stephanie E. Landgraf" <SLandgraf@wilesrichards.com>  
**Subject:** trial prep invoice  
**Reply-To:** Jefferson Sherman <jsher44094@aol.com>

Stephanie:

Please find my invoice for services attached. I've enjoyed working with you and Mike on this matter and look forward to the next event.

Thanks so much.

Jeff

Jefferson L. Sherman, MAI, AI-GRS  
President

Sherman Valuation & Review, LLC  
Real Property Advisory Services  
29017 Chardon Road, Suite 220  
Willoughby Hills, OH 44092  
[www.SAGVAL.com](http://www.SAGVAL.com)

(o) 440-516-1188  
(c) 440-487-4837

**2020 National President**  
**Appraisal Institute**

**RESOLUTION NO. 2022-9**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH BROADWAY EXCAVATING IN AN AMOUNT NOT  
TO EXCEED \$55,000 FOR THE EMERGENCY REPAIR OF THE  
STORM SEWER AT THE INTERSECTION OF FORESTGROVE ROAD  
AND FAIRWAY BOULEVARD, AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to R.C. 735.051, the legislative authority of a municipality may, by two thirds majority vote, authorize the director of public service, or director of public safety, to enter into a contract for work to be done without formal bidding or advertising in the case of a real and present emergency arising in connection with the operation and maintenance a municipal public service department, utility, or department of public safety; and

**WHEREAS**, the Director of Public Service, together with the City Engineer, have identified a real and present emergency need to repair a storm sewer located in the right of way and apron at the intersection of Forestgrove Road and Fairway Boulevard, within the City of Willowick, Ohio, that requires immediate repair such that formal bidding or advertising would compromise the public peace, health, safety, and welfare of the inhabitants of the community and promote further deterioration to the infrastructure of the storm sewer line.

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

**SECTION 1.** That an expenditure of an amount not to exceed Fifty-Five Thousand Dollars (\$55,000) to Broadway Excavating, 27111 Wolf Road, Bay Village, Ohio, for repair and associated work to the storm sewer at the intersection of Forestgrove Road and Fairway Boulevard, Willowick, Ohio, is hereby approved and the Mayor is authorized to immediately proceed to enter into a contract with Broadway Excavating in accordance with the quote annexed hereto as Exhibit A, without formal bidding or advertising, said amount to be expended from the Stormwater Management Capital Improvement Fund (420).

**SECTION 2.** All formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the community; and for the further reason that this emergency repair is necessary to maintain the municipal storm sewer system and roadway, provided that it receives the affirmative vote of two-thirds of the members elected to Council, it shall be in full force and take effect immediately upon its adoption by Council and approval by the Mayor.

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

Adopted by Council: \_\_\_\_\_, 2022

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

Submitted to the Mayor: \_\_\_\_\_, 2022

Approved by the Mayor: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard J. Regovich, Mayor

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

# BROADWAY EXCAVATING

27111 Wolf Rd. Bay Village, 44140

March 21, 2022

ATTN: Mr. Robert Gross

Thanks for the opportunity to quote Forrest Grove and Fairview sewer repair project.

Broadway will provide all equipment, material, labor and supervision.

Item#1: Provide traffic control.

Item#2: Excavate and support communication conduit.

Item#3: Excavate to install concrete collar on existing storm sewer.

Item#4: Backfill using LSM to catch basin elevation.

Item#5: Replace catch basin.

Item#6: Replace all street, sidewalk and handicap ramp.

Item#7: Landscape all affected areas.

Total cost: \$55,000.00

Terry Fiala President

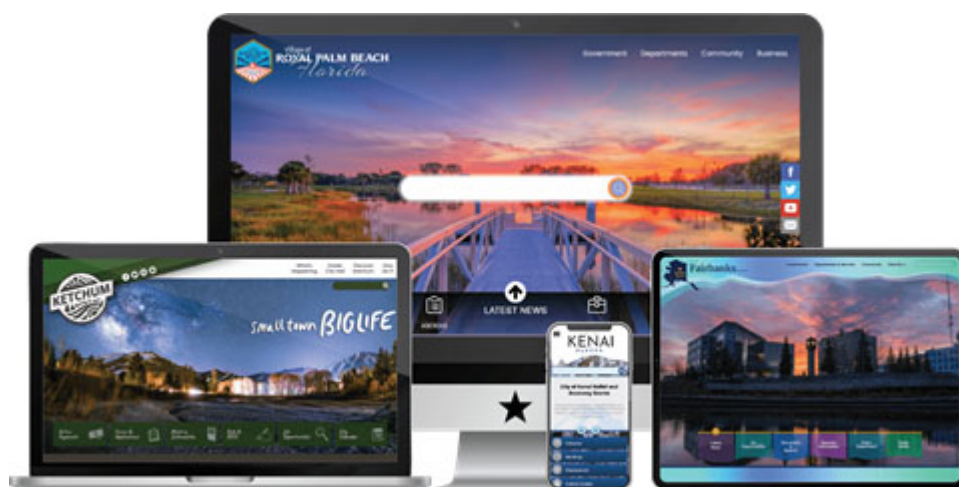
216-396-9565





## Website Redesign, Hosting, and Support

### Quote for The City of Willowick, Ohio



**Gregg Huggins**

PO Box 2235 Tallahassee, FL 32316  
850-692-7068 [ghuggins@municode.com](mailto:ghuggins@municode.com)

## LETTER OF INTEREST

---

March 17, 2022

Dear Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver an accessible, mobile-friendly web presence that is professional, easy-to-use, and easy-to-maintain.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over seventy years continually striving to make your job easier.

Our Municode Web content management system allows your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services. We create your website using Drupal, an industry-leading content management system.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Web with our suite of online municipal solutions including code of ordinance integration (Municode NEXT) and meeting management integration (Municode Meetings). These integrations include unified search (including PDFs) and cross-links across each platform.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,



Brian Gilday  
President, Website/Meetings Division

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## COMPANY PROFILE

### History, Mission, and Team

With over 70 years of experience, Municode's mission is to strengthen democracy by connecting public sector organization with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over 70 years and partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced, stable workforce.

Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our

headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working across the country.

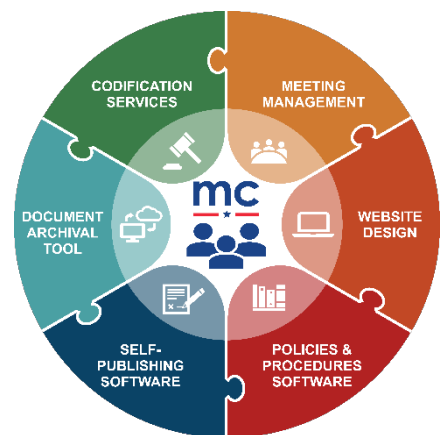


### Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish meetings to your Municode Web website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio.



Legal name:

Municipal Code Corporation

EIN:

59-0649026

Company headquarters / offices:

Tallahassee, FL / Portland, OR

Support hours:

8AM-8PM Eastern

## Project Team

We have a highly skilled team with a customer service focus.



### **Jarrod - Project Sponsorship / Project Management / Customer Service**

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



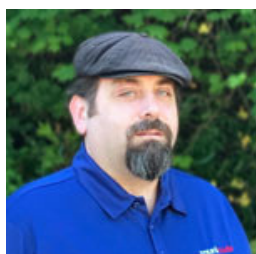
### **Dave - Project Management / User Experience**

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



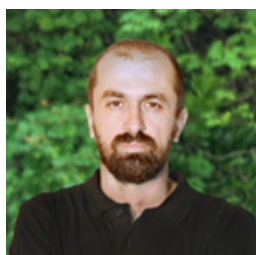
### **Mary Joy – Project Management / User Experience**

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



### **Paul – Development / Systems Architecture / QA**

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.



### **Drago - Graphic Design**

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.



## REFERENCES AND DESIGN EXAMPLES

### Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.

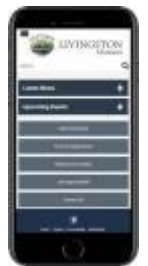
#### Livingston Montana

<https://www.livingstonmontana.org>

Population: 7,044

Faith Kinnick, Administrative Assistant  
(406) 823-6002

[fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org)



#### Chewelah Washington

<https://www.cityofchewelah.org>

Population: 2,607

Dorothy Knauss, Mayor  
5099358311

[mayor@cityofchewelah.org](mailto:mayor@cityofchewelah.org)



#### Livingston California

<https://www.cityoflivingston.org>

Population: 13,058

Vanessa Portillo, Finance Director  
(209) 394-5520

[vportillo@livingstoncity.com](mailto:vportillo@livingstoncity.com)



#### Wilkes County Georgia

<https://www.wilkescountyga.org/>

Population: 10,593

Karen Burton, County Clerk  
706-678-2511

[countyclerk@wilkescountyga.org](mailto:countyclerk@wilkescountyga.org)



## Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

### Escanaba Michigan

<https://www.escanaba.org/>

Population: 12,616

Phil DeMay, City Clerk / IT Admin.

906-786-1194

[pdemay@escanaba.org](mailto:pdemay@escanaba.org)



### Waupun Wisconsin

<https://www.cityofwaupun.org>

Population: 11,340

Tyler Struzl, Management Analyst Intern

920-345-1656

[intern@cityofwaupun.org](mailto:intern@cityofwaupun.org)



### Bluefield West Virginia

<https://www.cityofbluefield.com/>

Population: 10,447

Billy Hester, IT Manager

(304) 327-2401 x2424

[billy.hester@cityofbluefield.com](mailto:billy.hester@cityofbluefield.com)



### White Bear Lake Minnesota

<http://www.whitebearlake.org>

Population: 23,769

Kara Coustry, City Clerk

651-429-8508

[kcoustry@whitebearlake.org](mailto:kcoustry@whitebearlake.org)



## Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

### Economic Development

[www.choosewoodstock.com](http://www.choosewoodstock.com)

<https://addisontexas.net/econ-dev>



### Parks & Recreation

[www.cprdnewberg.org](http://www.cprdnewberg.org)

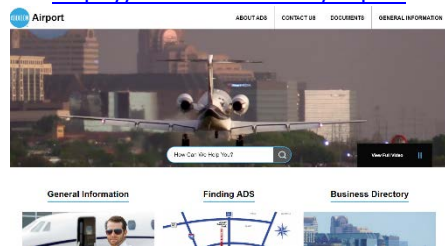
<https://www.wilsonvilleparksandrec.com/parksrec>



### Airports

<https://www.cityofprineville.com/airport>

<https://addisontexas.net/airport>



### Libraries

[www.woodstockpubliclibrary.org](http://www.woodstockpubliclibrary.org)

<https://www.hendersoncountync.gov/library>



### Police and Fire

[www.quincypd.org](http://www.quincypd.org)

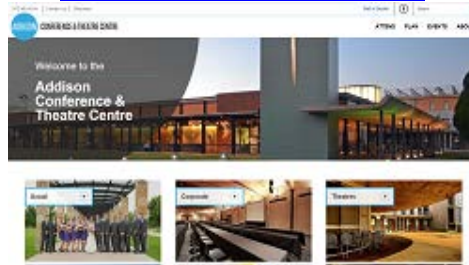
<https://addisontexas.net/police>



### Event Centers / Cultural Centers

<https://addisontexas.net/actc>

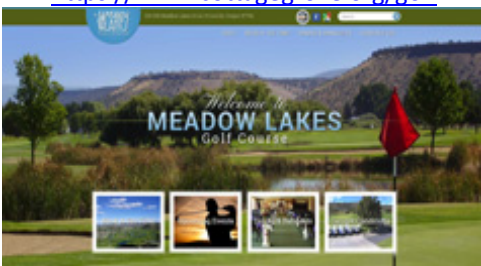
[www.woodstockoperahouse.com](http://www.woodstockoperahouse.com)



### Golf Courses

[www.meadowlakesgc.com](http://www.meadowlakesgc.com)

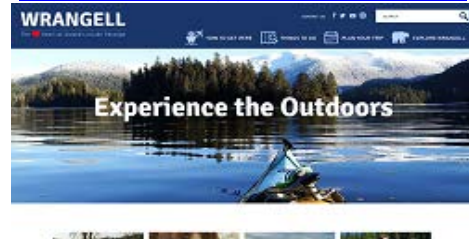
<https://www.cottagegrove.org/golf>



### Tourism

[www.gofruita.com](http://www.gofruita.com)

<http://www.wrangell.com/visitorservices>





# WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open-source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

## Key Project Deliverables

- ★ WEBSITE DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

## Standard Features

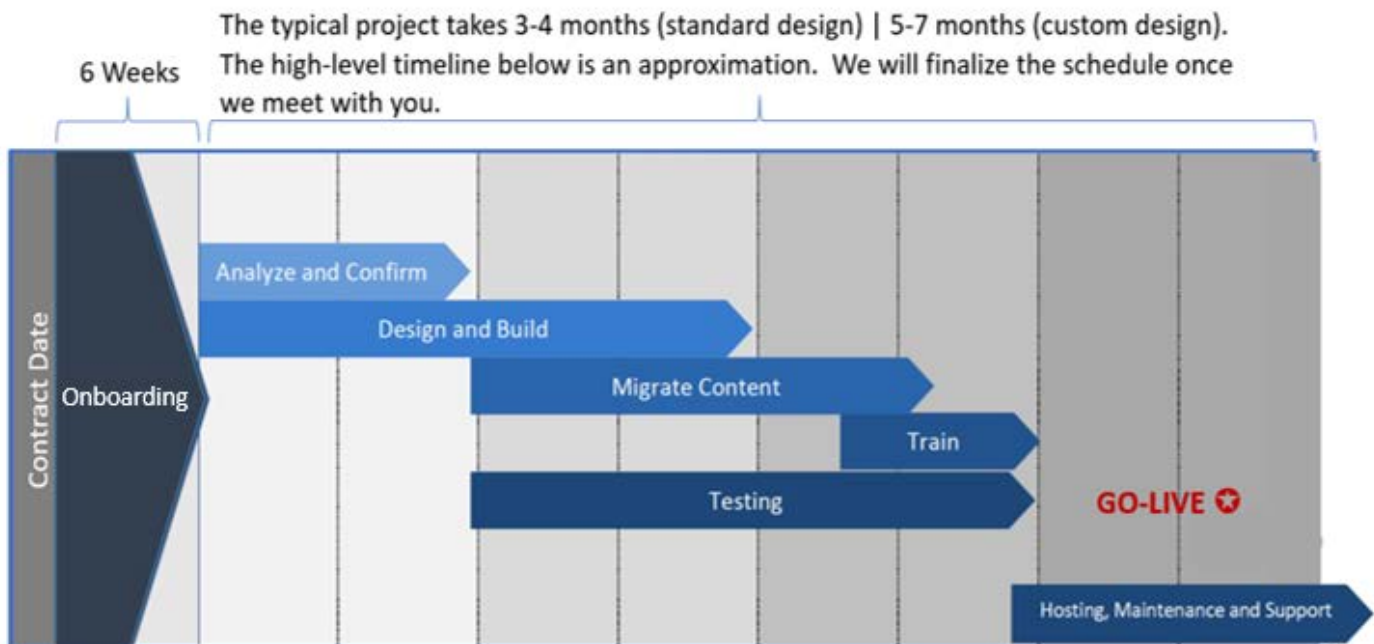
- ⦿ Responsive Mobile Friendly Design
- ⦿ Simple Page Editor
- ⦿ Best-in-Class Search Engine
- ⦿ Social Media Integration
- ⦿ Web Page Categories - create a page once, have it show up in multiple places.
- ⦿ Department Micro-sites (sites-within-a-site)
- ⦿ Rotating Banners and Headline Articles
- ⦿ Online Job Postings
- ⦿ Online Bid/RFP Postings
- ⦿ Photo Album Slideshows
- ⦿ Google Maps Integration
- ⦿ Resource/Document Center
- ⦿ Image auto-scaling and resizing
- ⦿ Site Metrics (Google Analytics)
- ⦿ Scheduled Publish On/Off Dates
- ⦿ Unlimited User logins
- ⦿ Unlimited Content
- ⦿ Word-like WYSIWYG Editor
- ⦿ Private Pages – staff view only.
- ⦿ Unlimited Online Fillable Forms
- ⦿ Emergency Alerts
- ⦿ Meeting Agendas/Minutes/Videos
- ⦿ Event Calendar
- ⦿ Page Versioning / Audit Trail
- ⦿ Latest News / Press Releases
- ⦿ Anti-spam controls
- ⦿ Email Harvesting Protection
- ⦿ Broken Link Finder
- ⦿ Dynamic Sitemap
- ⦿ Support for Windows, Mac, Linux
- ⦿ Video integration (YouTube, Vimeo, etc.)
- ⦿ Client owns rights to all data.
- ⦿ Organization/Staff Directory
- ⦿ Frequently Asked Questions (FAQs)
- ⦿ Share This Button (Facebook/Twitter)
- ⦿ Secure Pages / SSL
- ⦿ Printer Friendly Pages
- ⦿ RSS Feeds Inbound/Outbound

## Optional Features/Services

- ⦿ Email Subscriptions / Notifications
- ⦿ Projects Directory
- ⦿ Parks and Trails Directory
- ⦿ Property Directory (Commercial/Industrial)
- ⦿ Business Directory
- ⦿ Facility Reservations
- ⦿ Specialty Sub-site Graphic Designs
- ⦿ Board Management

## PROJECT TIMELINE AND APPROACH

### Project Timeline Sample



### Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

## Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements	Deliverables
<p><b>Website Assessment:</b></p> <p>Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.</p>	
<p><b>Organizational Overview Inventory/Survey:</b></p> <p>Municode will provide an organizational overview document for you to complete as part of this assessment.</p>	<ul style="list-style-type: none"> <li>⦿ Organization Survey</li> </ul>
<p><b>Website Design Meeting:</b></p> <p>Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.</p>	<ul style="list-style-type: none"> <li>⦿ Website design specification sheet (graphic design and information / navigation design)</li> </ul>
Phase 2: Design and Build phase	Deliverables
<p><b>Design Concept Creation and Approval (Custom Designs):</b></p> <p>Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.</p>	<ul style="list-style-type: none"> <li>⦿ Design concepts</li> <li>⦿ Finalized design (Sketch, Figma, or Photoshop)</li> </ul>
<p><b>Website Setup, Configure, and Customization:</b></p> <p>Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.</p>	<ul style="list-style-type: none"> <li>⦿ Functional beta website with approved design</li> <li>⦿ Content migration</li> </ul>

### Phase 3: Migrate Content

#### Deliverables

#### Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

**Meeting Agendas and Minutes:** Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e., minutes\_061516.pdf, etc.)

**Standard Web Pages:** A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

**Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions):** Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

### Phase 4: Staff Training

#### Deliverables

#### Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

### Phase 5: Testing

#### Deliverables

#### Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. These tests will confirm proper functionality of all features documented in this proposal.

- ⦿ Completing Testing Checklists

#### Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

- ⦿ Site acceptance by client

### Go Live ★

#### Deliverables

#### Go-Live.

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

- ⦿ Accepted Final Live Website

## HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

### Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

#### Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

#### Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

#### Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

#### Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

#### User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a two-factor authentication option using Google Authenticate if that should be something you are interested in pursuing.

#### Data Backup

We back up your data in multiple geographic locations. Backups occur daily, weekly, monthly, and up to 7 years of annual data backups.

#### Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

## Maintenance and Customer Support

### **24x7 Customer support:**

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

### **Security upgrades:**

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

### **Site Monitoring and Site Recovery:**

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

### **Free feature upgrades:**

As we update our base Municode features, you receive those upgrades for FREE.

## PROJECT COSTS

### Design, Development, and Implementation Phase

**\$9,000**

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 250 pages; 5 years meetings migration
- Training: web teleconference, video, user guides

### Annual Hosting, Maintenance, and Customer Support

**\$2,800 / year**

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

### Year 1 Costs

**\$11,800**

### Year 2 + Costs

**\$2,800 / year**

### Select Additional Website Options

<input type="checkbox"/> Custom website design	\$3,500 one-time
<input type="checkbox"/> Email Subscriptions	\$600 per year
<input type="checkbox"/> Projects Directory	\$200 per year
<input type="checkbox"/> Parks and Trails Directory	\$200 per year
<input type="checkbox"/> Property Listings (Commercial/Industrial)	\$200 per year
<input type="checkbox"/> Facility Reservations	\$1500 setup + \$900 per year
<input type="checkbox"/> Business Directory	\$750 setup + \$600 per year
<input type="checkbox"/> Microsite color/logo customization	\$500 one-time (per microsite)
<input type="checkbox"/> Specialty sub-site graphic designs	\$3500 + \$600 per year (per design)
<input type="checkbox"/> Site graphic redesign every 4th year	\$600 per year (per design)
<input type="checkbox"/> Additional on-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
<input type="checkbox"/> Custom Feature Development	\$150 per hour or fixed bid quote

## PAYMENT SCHEDULE

### Standard Payment Schedule

2 Months from signing of contract	50% of Year-1 costs (\$5,900)
4 Months from Signing of Contract	50% of Year-1 costs (\$5,900)
*Hosting and Support Year 2 + Billed - Anniversary of the Contract Signature Date.	

### Notes

- This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term
- Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support, and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.



## SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between The City of Willowick, Ohio ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

**1. Term of AGREEMENT.** This AGREEMENT shall commence effective the date signed by the CLIENT. After the initial four (4) year contract term, this AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

**2. Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

**3. Scope of Services.** CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

**4. Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

**5. Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

**6. Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

**7. Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

**8. Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

**9. Confidentiality.** (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or

otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

**10. Assignment.** Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

**11. Cooperative Purchasing.** CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

**12. Governing Law.** This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

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

*Brian Gilday*

Title: Brian Gilday - President, Website Division

Accepted by:

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

Title: \_\_\_\_\_

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

## Exhibit "A"

- TouchStream - s/n 779200105602
- Battery back-up - p/n 90000608
- Epson Scanner – s/n EHQV063959
- (4) cameral lens – Model # LL72TB
- (2) Camera Lens – Model # MI-72BFB
- (2) Power 2000 Video tape rewinders – Model V-9D
- Dell Computer Tower – s/n 34CTCC1
- JVC VHS Recorder – model #HR559120 – s/n 090C0131
- (2) Digital head cleaner – Model DVC-CK
- Sony DVD Player – model DVP-NS57P – s/n 9021636
- Sony DVD Player – model DVP-SR200P s/n F503683
- Leightronix Inc. Control – Model PRS4DVD – s/n 59212PD
- (3) Britenk Haloflood Light (Tripod lights) – Model H8059
- Microphone stand
- Vanguard Camera Stands – MG-505
- Camera recorders w/case AG-DVX100B
- (2) umbrellas
- USR Robotics – Model 3453C – s/n 64-003453-OZR
- Mini T-Net Leightronix – s/n 00EOF02056B
- TASCAM TV-690 AM/FM Stereo Tower – s/n 0700930
- Panasonic Digital Video Player – AC-DV2500P – s/n JFC9556JV3
- Extron Video/Audio Transmitter – model VAB70J – s/n 201218013
- Extron Video/Audio Amp
- Alpha Vedo Digital Display – Asset Tag 01771 model 11/0J – s/n 748272
- Cisco 1900 Series – s/n ATT0004087
- Electronic Encloser – Model ERK-3525

## ALL AMERICAN FIRE EQUIPMENT

**Authorized Sales and Service for**  **rosenbauer**

**5101 US Highway 22 SW • Washington CH, OH 43160**  
**(740) 333 6801**

Item #19.

**3926 Southway Street SW • Canton, OH 44706**  
**(330) 479 1383**

**3253 US Route 60 East • Ona, WV 25545**  
**(804) 733 3581**

Quote Date 02/03/22 Quote #

Order Date

Purchase Order #

Page 1 of 1

**Bill To:**

Account #

Willowick Fire Rescue
30435 Lakeshore Blvd
Willowick, Ohio 44095

Email for invoices:

**Ship To:**

Willowick Fire Rescue
30435 Lakeshore Blvd.
Willowick, Ohio 44095

Sales Consultant &amp; Phone

Quote Issued By

Adam Georskey 440-476-9962

Consultant e-mail

adam@aafe911.com

Customer Phone #

### Customer Contact

440-585-1202

Chief Joseph R. Tennyson

Customer e-mail

itennvson@cityofwillowick.com

[illegible]

Not an invoice. Quotes are valid for 30 days. Standard Terms are Net 30.  
Any applicable taxes and freight charges apply unless otherwise stated.

TOTAL	\$ 34,885.00
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**All American Fire Sales Consultant's Signature**

Customer's Acceptance Signature



**www.allamericanfire.us**

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Pricing Proposal  
 Quotation #: 21610269  
 Created On: 2/14/2022  
 Valid Until: 3/16/2022

## City of Willowick

**Adam Pilat**  
 30435 Lake Shore Blvd  
 Willowick, OH 44095  
 United States  
 Phone: (216) 328-8551  
 Fax:  
 Email:

## Inside Account Executive

**Daniel Moran**  
 290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-584-8252  
 Fax: 732-564-8078  
 Email: daniel\_moran@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 NetSwap 350 2-Bay mini-tower NetSwap 350 Backup NAS for use with removable HighRel Classic media trays. Highly Reliable Systems - Part#: 16473	1	\$1,282.89	\$1,282.89
2 HRM 12TB - SG/No LCD Highly Reliable Systems - Part#: 16508	4	\$623.56	\$2,494.24
3 HRM 6TB - SG/No LCD None LCD Tray and 6TB Seagate NAS Hard Drive Highly Reliable Systems - Part#: 16505	4	\$393.56	\$1,574.24
4 ShadowProtect SPX Server - License + 1 Year Maintenance - 1 server - volume - 1-9 licenses - ESD - Win - English - United States StorageCraft Technologies - Part#: XSXW00USPS0100ZZZ	1	\$930.00	\$930.00
Shipping			\$80.00
Total			\$6,361.37

## Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Pricing Proposal  
 Quotation #: 21604345  
 Created On: 2/11/2022  
 Valid Until: 4/30/2022

## City of Willowick

**Adam Pilat**  
 30435 Lake Shore Blvd  
 Willowick, OH 44095  
 United States  
 Phone: (216) 328-8551  
 Fax:  
 Email:

## Inside Account Executive

**Daniel Moran**  
 290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-584-8252  
 Fax: 732-564-8078  
 Email: daniel\_moran@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PowerEdge R350 Server Dell - Part#: 3000116303631.1	1	\$5,847.45	\$5,847.45
Total			\$5,847.45

## Additional Comments

SHI SPIN: #143012572  
 SHI-GS SPIN (For Texas customers ONLY): #143028315  
 For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTFO

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Pricing Proposal  
 Quotation #: 21610220  
 Created On: 2/14/2022  
 Valid Until: 4/30/2022

## City of Willowick

### Adam Pilat

30435 Lake Shore Blvd  
 Willowick, OH 44095  
 United States  
 Phone: (216) 328-8551  
 Fax:  
 Email:

## Inside Account Executive

### Daniel Moran

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-584-8252  
 Fax: 732-564-8078  
 Email: daniel\_moran@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 OptiPlex 5090 SFF XCTO 10th Generation Intel Core i7-10700 (8-Core, 16MB Cache, 2.9GHz to 16GB (2x8GB) DDR4 non ECC memory M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive Dell - Part#: 3000116302771.1	3	\$1,183.75	\$3,551.25
Total			\$3,551.25

## Additional Comments

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

**OptiPlex 5090 Small Form Factor**

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5090 SFF XCTO	210-AYSC	-	1	-
10th Generation Intel Core i7-10700 (8-Core, 16MB Cache, 2.9GHz to 4.8GHz, 65W)	338-BVCD	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only 16GB	658-BCSB	-	1	-
(2x8GB) DDR4 non ECC memory	370-AGFS	-	1	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	1	-
M.2 22x30 Thermal Pad	412-AAQT	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
OptiPlex 5090 Small Form Factor with 200W up to 85% efficient	329-BFHS	-	1	-
Power Supply (80Plus Bronze), DAO, BCC	450-AAOJ	-	1	-
System Power Cord (Philippine/TH/US)	325-BDSH	-	1	-
DVD+/-RW Bezel	429-ABFH	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	658-BBTV	-	1	-
CMS Essentials DVD no Media	379-BBHM	-	1	-
No Media Card Reader	555-BBFO	-	1	-
No Wireless LAN Card (no WiFi enablement)	340-AFMQ	-	1	-
No Wireless Driver (no WiFi enablement)	461-AAEE	-	1	-
Chassis Intrusion Switch - SFF	575-BBBI	-	1	-
No Stand Option	379-BBCY	-	1	-
No Additional Cable Requested	492-BBFF	-	1	-
No PCIe add-in card	382-BBHX	-	1	-
No Additional Add In Cards	492-BCKH	-	1	-
No Additional Video Ports	580-ADJC	-	1	-
Dell KB216 Wired Keyboard English	570-ABIE	-	1	-
Dell Optical Mouse - MS116 (Black)	325-BCZQ	-	1	-
No Cable Cover	817-BBBC	-	1	-
Not selected in this configuration	525-BBCL	-	1	-
SupportAssist	640-BBLW	-	1	-
Dell(TM) Digital Delivery Cirrus Client	658-BBMR	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBRB	-	1	-
Waves Maxx Audio	658-BEOK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEQP	-	1	-
Dell Optimizer				



Windows PKID Label	658-BFDQ	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Dell Watchdog Timer	379-BEKK	-	1	-
Quick Setup Guide 5090 SFF	340-CVFR	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material for SFF	340-CQYR	-	1	-
Multi-Pack Ship, 4 Systems, Tower	389-BBUU	-	1	-
MOD,LBL,REG,SFF,JSD2,200,5090	389-DZDJ	-	1	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-
Speaker for Tower and SFF	520-AARD	-	1	-
No AutoPilot	340-CKSZ	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
Intel Standard Manageability	631-ACYB	-	1	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	804-9050	-	1	-
ProSupport: Next Business Day Onsite 3 Years	804-9070	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	1	-

Description	SKU	Unit	Price	Quantity	Subtotal
PowerEdge R350 Server	210-BBRU	-	1	-	
No Trusted Platform Module	461-AADZ	-	1	-	
3.5" Chassis with up to 4 Hot Plug Hard Drives, Front PERC	321-BGVP	-	1	-	
Intel Xeon E-2336 2.9GHz, 12M Cache, 6C/12T, Turbo (65W), 3200 MT/s	338-CCLL	-	1	-	
Heatsink for 80W or less CPU	412-AAPW	-	1	-	
Performance Optimized	370-AAIP	-	1	-	
3200MT/s UDIMM	370-AGNY	-	1	-	
Unconfigured RAID	780-BCDS	-	1	-	
PERC H755 SAS Front	405-AAZB	-	1	-	
Front PERC Mechanical Parts, front load	750-ACFR	-	1	-	
Performance BIOS Settings	384-BBBL	-	1	-	
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-	
Dual, Hot-Plug, Redundant Power Supply (1+1), 600W	450-AKMP	-	1	-	
Riser Config 0, 1 x8, 1 x16 slots	330-BBWS	-	1	-	
Standard Fan	750-ADOY	-	1	-	
PowerEdge R350 Motherboard	329-BGKI	-	1	-	
iDRAC9, Enterprise 15G	385-BBQV	-	1	-	
On-Board LOM	542-BBBP	-	1	-	
Standard Bezel	325-BCHH	-	1	-	
Dell EMC Luggage Tag R350	350-BCGP	-	1	-	
BOSS Blank	470-AFBU	-	1	-	
iDRAC,Factory Generated Password	379-BCRG	-	1	-	
iDRAC Group Manager, Disabled	379-BCQY	-	1	-	
No Operating System	619-ABVR	-	1	-	
No Media Required	605-BBFN	-	1	-	
ReadyRails Sliding Rails Without Cable Management Arm	770-BCWN	-	1	-	
USB 3.0 Card	385-BBOW	-	1	-	
No Internal Optical Drive	429-ABLW	-	1	-	
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-	
PowerEdge R350 Shipping	340-CWUI	-	1	-	
PowerEdge R350 Shipping Material for 3.5" Chassis	340-CWUL	-	1	-	
PowerEdge Non BIS Marking	389-DYHB	-	1	-	
PowerEdge R350 CCC Marking, No CE Marking	389-EBNO	-	1	-	
Dell Hardware Limited Warranty Plus Onsite Service	867-0213	-	1	-	
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year	867-0295	-	1	-	
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	867-0297	-	1	-	
ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years	867-0309	-	1	-	
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	-	1	-	
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-	
On-Site Installation Declined	900-9997	-	1	-	
32GB UDIMM, 3200MT/s, ECC	370-AGRY	-	2	-	
4TB 7.2K RPM NLSAS ISE 12Gbps 512n 3.5in Hard Drive	400-ASHY	-	4	-	
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-	