

City of Willowick CITY COUNCIL REGULAR MEETING

Tuesday, February 01, 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

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

1. Motion to approve the minutes of the Regular City Council Meeting of January 18, 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 TruGreen Commerical Lawn Care for fertilization and weed control for all city properties in the amount of \$3,412.16.

INTRODUCTION & CONSIDERATION OF LEGISLATION

3. Resolution No. 2022-02 (Finance Director)

A Resolution authorizing the transfer of funds from the Sewer Revenue Fund (205) to the Sanitary Sewer Improvement Fund (422) and declaring an emergency.

4. Resolution No. 2022-03 (Finance Director)

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

MISCELLANEOUS

PUBLIC PARTICIPATION

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

ADJOURNMENT



City of Willowick CITY COUNCIL REGULAR MEETING

Tuesday, January 18, 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

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

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

PRESENT

Council President Robert Patton

Ward 1 Councilwoman Monica Koudela

Ward 1 Councilman Michael Vanni

Ward 2 Councilwoman Natalie Antosh

Ward 2 Councilwoman Theresa Bisbee

Ward 3 Councilman David Phares

ABSENT

Ward 3 Councilman Charles Malta

ALSO PRESENT

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

ABSENT

Recreation Director Kless

APPROVAL OF MINUTES

1. Motion made by Ms. Antosh, seconded by Mr. Vanni to approve the minutes of the Regular City Council Meeting of January 11, 2022.

Discussion: None.

Vote: All ayes. Motion carried.

Council President Patton stated at the request of the Mayor there will be an Executive Session at the end of the meeting to discuss contract negotiations.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

None.

ADMINISTRATIVE APPEALS

None.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor Regovich thanked the City workers for doing an outstanding job clearing the snow from Monday's storm. The crews will continue to work on removing snow from areas where there is no room or is too high. Hearts & Hammers can be contacted for help with snow removal on steps and small walkways but they do not shovel full driveways.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

None.

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

No written report. Mr. Shannon commended the City crews for doing an excellent job clearing the snow from the roads. The crews will continue removing snow from the cul-de-sacs and areas where there is too much.

Recreation Director – Julie Kless

Report submitted - absent.

City Engineer – Tim McLaughlin

Written report submitted electronically. The Road Program went out for bid and bids will be accepted on Friday, January 28, 2022.

Finance Director – Cheryl Benedict

No report. The budget is currently being worked on in preparation for the Budget Hearings.

Law Director – Stephanie Landgraf

No report.

Police Chief – Brian Turner

No report. Chief Turner thanked the Service Department crews for getting the roads cleared of snow.

Fire Chief – Joe Tennyson

Chief Tennyson also thanked the Service Department workers for clearing the roads and assisting with getting the fire vehicles through the snow. Mr. Phares inquired if the Fire Department knows ahead of time if the hospital emergency rooms are backed up and also if the department will transport to any local hospitals. Chief Tennyson stated that the department is made aware if hospitals are full and they will transport to several different hospitals in the area.

Chief Housing/Zoning Inspector – Sean Brennan

No written report. Starbucks has submitted to the Building Department and they will be on the January 27th, Plan Review agenda. Dye testing for commercial properties has begun and notification letters were sent out last week. Commercial dye testing has to be done in the City every ten years.

Economic Development Manager – Monica Drake

Angels Christian Books & Novelty shop on E. 305th St. is now open.

WARD MATTERS

None.

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

Mr. Vanni stated they will be having a meeting in early March.

Tax Compliance – Koudela, Antosh, Patton

No report.

Moral Claims - Antosh, Phares, Patton

No report.

Budget – Vanni, Koudela, Patton

Budget Hearings are February 5, 2022 from 8:00 a.m. to 3:00 p.m.

LIAISON REPORTS

Planning – Phares/Alternate Koudela

No report.

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

No report.

FUND TRANSFERS & BID AUTHORIZATIONS

None.

CONTRACT APPROVALS

None.

INTRODUCTION & CONSIDERATION OF LEGISLATION

2. Ordinance No. 2022-2 (Law Director)

An Ordinance establishing the 2022 fee schedule for the Willowick Recreation Department, repealing certain Ordinances, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Phares to waive the three readings on Ordinance No. 2022-2.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Vanni to adopt Ordinance No. 2022-2. **Discussion:** Mr. Phares inquired if any fees have changed. Ms. Benedict stated only the program membership fees have gone up.

Vote: All ayes. Motion carried.

The Fiscal Officer's Certificate was presented to the Clerk of Council prior to the introduction of the Ordinance No. 2022-3.

3. Ordinance No. 2022-3 (Finance Director)

An Ordinance providing for the issuance and sale of \$183,300 of notes, in anticipation of the issuance of bonds, for the purpose of paying costs of improving the Municipal Sewerage System, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Vanni to waive the three readings on Ordinance No. 2022-3.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Phares to adopt Ordinance No. 2022-3.

Discussion: None.

Vote: All ayes. Motion carried.

4. Ordinance No. 2022-4 (Law Director)

An Ordinance authorizing the Finance Director of the City to temporarily advance funds from the general Fund (101) to the Northeast Ohio Public Energy Council ("NOPEC") Energized Community Grant Fund (227), and declaring an emergency.

Motion made by Ms. Bisbee, seconded by Ms. Antosh to waive the three readings on Ordinance No. 2022-4.

1/18/2022

Discussion: None.

Vote: all ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Ms. Bisbee to adopt Ordinance No. 2022-4.

Discussion: None.

Vote: All ayes. Motion carried.

MISCELLANEOUS

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

Discussion: None.

Vote: All ayes. Motion carried.

6. Motion made by Mr. Vanni, seconded by Mr. Phares rejecting all bids received for the Willowick Community Center HVAC Improvements.

Discussion: None.

Vote: All ayes. Motion carried.

7. Motion made by Ms. Antosh, seconded by Mr. Vanni to authorize the Mayor to terminate the service contract with Kone Elevator, as successor in interest to Ross Elevator, Inc., for the parts, oil and grease examination service of city elevators effective April 30, 2022.

Discussion: None.

Vote: All ayes. Motion carried.

8. Motion made by Mr. Vanni, seconded by Ms. Antosh authorizing an expenditure in the amount of \$27,850. to C & P Advisors for the conversion of the cash basis financial statements to U.S. GAAP and to comply with GASB Statement No. 34.

Discussion: Ms. Benedict stated the City operates on a cash basis and for financial statement purposes they have to be converted to comply with generally accepted accounting principles.

Vote: All ayes. Motion carried.

9. Motion made by Ms. Antosh, seconded by Mr. Vanni to declare eight, 8 foot., 2 bulb, high output fluorescent light fixtures, as surplus, obsolete, unneeded, unfit for public use, and authorizing its sale or subsequent disposal.

Discussion: None.

Vote: All ayes. Motion carried.

PUBLIC PARTICIPATION

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

None.

ADD-ON - Executive Session to discuss contract negotiations.

ADJOURN TO EXECUTIVE SESSION

Motion made by Mr. Vanni, seconded by Ms. Antosh to adjourn to Executive Session to discuss contract negotiations.

City Council Regular Meeting Minutes

1/18/2022

Discussion: None.

Vote: All ayes. Motion carried.

RETURN TO THE TABLE FROM EXECUTIVE SESSION

Motion made by Vanni, seconded by Antosh to return to the table.

Discussion: None.

Vote: All ayes. Motion carried.

ADJOURNMENT

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

Discussion: None.

Vote: All ayes. Motion carried.

Meeting adjourned at 9:05 p.m.	
	PRESIDENT OF COUNCIL
ATTEST:	
CLERK OF COUNCIL	



Susan Napoli 7460 Clover Ave Mentor OH 44060

Phone: 440-975-0416

Customer Information

BILL TO:

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

SERVICE LOCATION:

Manry Baseball Outfields 0000 VINE ST WILLOWICK, OH 44095 USA Phone:

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Recommended	Total Price
Manry Baseball Outfields	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$290.58
Manry Baseball Outfields	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$290.58
MANRY PARK- LAFORGE FOOTBALL FIELD	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$118.38
MANRY PARK- LAFORGE FOOTBALL FIELD	Targeted Insect Control	10			\$250.00
Manry Parks- LaForge Football	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$118.38
Manry Parks- LaForge Football	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$118.38
Manry Parks- LaForge Football	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$118.38

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Manry Parks- LaForge Football	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$118.38
Manry Pool (Inside Grassy Area)	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$53.81
Manry Pool (Inside Grassy Area)	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$53.81
Roosevelt School & Ball Fields	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$152.82
Roosevelt School & Ball Fields	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$152.82
Roosevelt School & Ball Fields	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$152.82
Roosevelt School & Ball Fields	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$152.82
ROOSEVELT SCHOOL & BALL FIELDS	Targeted Insect Control	10	,	\$250.00
Willowick Community Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$72.10
Willowick Community Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$72.10
Willowick Community Center	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$72.10
Willowick Community Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$72.10
Willowick Municipal Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed	\$75.33

			control (As Needed/Weather Dependent)	
Willowick Municipal Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$75.33
Willowick Municipal Center	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$75.33
Willowick Municipal Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$75.33
Willowick Service & Bldg	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$107.62
Willowick Service & Bldg	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$107.62
Willowick Service & Bldg	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$107.62
Willowick Service & Bldg	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$107.62

Subtotal: \$3,412.16

Total Sales Tax Amount: \$0.00

Grand Total: \$3,412.16

Description:

Standard Terms and Conditions

- 1. <u>Term.</u> The term of this Agreement shall one (1) year from the date signed by you, the Customer.

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

 3. <u>Payment Terms.</u> Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate ellowed by Jaw will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs
- reasonable attorney's fees or other professional fees and court costs.

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

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

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

 7. LIABILITY TRUGREENENT BUTLIS NOT RESPONSIBLE FOR DANY INDIRECT.
- as a result of your failure to notify.

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

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

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

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

- or on any other basis.

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

 You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

 3. Watering, Cultural Practices.

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

 14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, extended the predict of your lawn as determined by your TruGreen specialist for the work in a determined by your TruGreen specialist.
- weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this
- 15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with
- details.

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

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

 18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action not any any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

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

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

Ву:	REPRESENTATIVE/GENERAL MANAGER	Date:
Print Name:	AUTHORIZED AGENT/CUSTOMER	Date:
Customer Signature: _	AUTHORIZED AGENT/CUSTOMER	Date:

RESOLUTION NO. 2022-02

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE SEWER REVENUE FUND (205) TO THE SANITARY SEWER IMPROVEMENT FUND (422) AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick has adopted Ordinance No. 2021-54 appropriating funds for the first quarter of the calendar year 2022; and

WHEREAS, said Ordinance requires the transfer of certain funds.

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

SECTION 1. That the following transfer is hereby authorized to be made from the Sewer Revenue Fund (205) to the account and in the amount indicated below:

Transfer to the Sanitary Sewer Improvement Fund \$48,351.00 (422-814-4966)

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

SECTION 3. That all Resolutions or parts thereof in conflict with the provisions of this Resolution are hereby repealed.

SECTION 4. That 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; wherefore, this Resolution 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	President of Council
ATTEST:	APPROVED by the Mayor on, 2022
Clerk of Council	 Mayor

RESOLUTION NO. 2022-03

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND (101) TO THE POLICE PENSION FUND (801) AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick has adopted Ordinance No. 2021-54 appropriating funds for the first quarter of 2022; and

WHEREAS, said Ordinance requires the transfer of certain funds.

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

SECTION 1. That the following transfer is hereby authorized to be made from the General Fund (101) to the account and in the amount indicated below:

Transfer to the Police Pension Fund (801-814-4961)

\$82,500.00

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

SECTION 3. That all Resolutions or parts thereof in conflict with the provisions of this Resolution are hereby repealed.

SECTION 4. That 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; wherefore, this Resolution 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	President of Council
ATTEST:	APPROVED by the Mayor on, 2022
Clerk of Council	 Mayor