



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

Tuesday, January 16, 2024 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.

**AMENDED AGENDA**

**CALL MEETING TO ORDER**

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**APPROVAL OF MINUTES**

1. Motion to Approve the Minutes of the January 2, 2024, Regular Council Meeting

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

2. Proclamation Honoring Willowick Patrolman Steve Sobkowich
3. Motion for Council to Confirm the Appointment of Nick Koudela to the Board of Zoning Appeals
4. Motion for Council to Confirm the Appointment of Tom Flaisig to the Board of Zoning Appeals
5. Motion for Council to Confirm the Appointment of Rich Hill to the Board of Zoning Appeals
6. Motion for Council to Confirm the Appointment of Duane Yarletts to the Board of Zoning Appeals
7. Motion for Council to Confirm the Appointment of Debbie Clarke to the Board of Zoning Appeals
8. Motion for Council to Confirm the Appointment of Jennifer Quinn as Secretary for the Board of Zoning Appeals
9. Motion for Council to Confirm the Appointment of Mark Carden to the Planning Commission
10. Motion for Council to Confirm the Appointment of Eric Foisel to the Planning Commission
11. Motion for Council to Confirm the Appointment of Joan Raymond to the Planning Commission
12. Motion for Council to Confirm the Appointment of Jef Hren to the Planning Commission
13. Motion for Council to Confirm the Appointment of Bob Houry to the Planning Commission
14. Motion for Council to Confirm the Appointment of Tom Loncala to the Planning Commission

15. Motion for Council to Confirm the Appointment of Adam Fortney to the Planning Commission
16. Motion for Council to Confirm the Appointment of Heather Boling as Secretary to the Planning Commission
17. Motion for Council to Confirm the Appointment of Rena Perchinske to the Recreation Board
18. Motion for Council to Confirm the Appointment of Jason Kramer to the Recreation Board
19. Motion for Council to Confirm the Appointment of Nikki Jablonski to the Recreation Board
20. Motion for Council to Confirm the Appointment of Kelly Peterlin to the Recreation Board
21. Motion for Council to Confirm the Appointment of Chris Spicuzza to the Recreation Board
22. Motion for Council to Confirm the Appointment of Ryan Latini to the Recreation Board
23. Motion for Council to Confirm the Appointment of Stacey Thompson as Secretary for the Recreation Board
24. Motion for Council to Confirm the Appointment of Carol Paulic to the Recreation Board

#### **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** – Rob Daubenmire

**Fire Chief** – Bill Malovrh

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

#### **WARD MATTERS**

#### **PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

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

#### **REPORTS OF STANDING COMMITTEES**

**Finance** – Bisbee, Mohorcic

**Safety** – Phares, Malta, Bisbee

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

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

**Tax Compliance** – Koudela, Antosh

**Moral Claims** – Antosh, Phares, Koudela

**Budget** – Mohorcic, Koudela, Bisbee

## **LIAISON REPORTS**

**Planning** – Phares/Alternate Antosh

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

**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**

## **INTRODUCTION & CONSIDERATION OF LEGISLATION**

### 25. Resolution No. 2024-2

A Resolution Establishing the City of Willowick Honorary Street Naming Policy, and Declaring an Emergency

### 26. Resolution No. 2024-3

A Resolution Authorizing the Transfer of Funds from the General Fund (101) to the Police Pension Fund (801) and Declaring an Emergency

### 27. Ordinance No. 2024-9

An Ordinance Providing for the Compensation of Appointed Officials and Certain Other Employees of the City, Repealing Certain Ordinances and Declaring an Emergency

## **MISCELLANEOUS**

28. Motion Authorizing the Mayor to Enter into a Service Agreement with McDonald Equipment Company (MECO) in the Amount of \$580.00 for the Service Department

29. Motion to Authorize the Mayor to Enter into a One Year Service Agreement with McDonald Equipment Company (MECO) in the Amount of \$645.00 for the Fire Department

30. Motion Authorizing Rob Gross the Ability to Execute Purchase Orders in the Absence of Service Director, Todd Shannon, for the Specified Period Beginning January 19, 2024, and Ending January 27, 2024

31. Motion Authorizing Change Order #1-Final to Trax Construction Co., in the Amount of \$29,254.41 for the 2023 Lateral Program

32. Motion Authorizing the Release of Retainage in the Amount of \$8,504.76 to Trax Construction Co., for the 2023 Lateral Program

33. Motion Authorizing CT Consultants to Prepare Specifications, Details, Plans and Bid Documents, Advertise and Obtain Bids for the E. 305th Street Sanitary Sewer Project for a Fee of \$104,700.00 in Accordance with the Agreement for Engineering Services
34. Motion Authorizing the Amount of \$25,000.00 for CT Consultants to Perform 2024 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
35. Motion Authorizing CT Consultants and Additional Fee of \$22,800.00 for Construction Inspection Services for the Fairway Storm Sewer Project
36. Motion Authorizing the Mayor to Submit a Grant Application to The Ohio Environmental Protection Agency Division of Surface Water for the Purchase of a Liquid Brine Distributer in the amount of \$11,275.00

**PUBLIC PARTICIPATION****ADJOURNMENT**

**RESOLUTION NO. 2024-2**

**A RESOLUTION ESTABLISHING THE CITY OF WILLOWICK HONORARY STREET NAMING POLICY, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Willowick desires to establish a policy by which citizens may make application to the City to honor an individual or group of individuals that have made significant contributions or impact to the City by permitting the honorary naming of a portion of a City street in their name(s); and

**WHEREAS**, the Streets, Sewers and Sidewalks subcommittee of Council has recommended the establishment of guidelines/policy to govern applications submitted to the City for the naming of streets in honor of individual or group of individuals; and

**WHEREAS**, the City finds the policy established by the Streets, Sewers and Sidewalks subcommittee for the honorary naming of portions of City streets to be appropriate and in the best interests of the City and the orderly operation of its administration.

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

**Section 1.** The City hereby establishes and adopts the Honorary Street Naming Policy set forth on the annexed Exhibit A, which may be amended from time to time by majority vote of the Council of the members of City of Willowick.

**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 is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety by the City and for the further reason that it is necessary to provide for the orderly operation of the City’s administration and municipal departments; wherefore this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

**PASSED:** \_\_\_\_\_, 2024

\_\_\_\_\_  
**Monica Koudela, President of Council**

**SUBMITTED** to the Mayor for his approval  
on \_\_\_\_\_, 2024

**APPROVED** by the Mayor on  
\_\_\_\_\_, 2024

**ATTEST:**

\_\_\_\_\_  
**Christine Morgan, Clerk of Council**

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

## City of Willowick Honorary Street Naming Policy

---

**Purpose.** The City of Willowick Honorary Street Naming Policy allows citizens or organizations to make application to the City of Willowick to honor an individual or group of individuals that have made significant contributions or impact to the City of Willowick by providing an honorary designation of a portion of a City street in honor of the individual or individuals.

**Qualifications of Honoree(s).** The honoree(s) must be resident(s) of the City of Willowick that: (a) is deceased or retired from a distinguished career for a minimum of two (2) years, (b) made significant contributions to the community, arts, science, religion, entertainment, philanthropic cause or business, (c) volunteered time and effort for the betterment of the city, state or country, or (d) served with distinction in the United States armed forces or City safety forces.

**Street.** The honorary naming of a street is permitted for a portion (1 block) of a City street, only. Where an honorary street sign is installed, the original name of the street and postal addresses will remain the same. The honorary sign will be different in color or design and will be added or incorporated into the original street sign. The design will be white lettering on a blue background.

**Application for Honorary Street Name Designation:** An individual or organization requesting the honorary designation shall submit their application to the Council Member of the Ward in which the sign is to be placed. The Council Member shall submit the application with his/her recommendation or opposition to the City of Willowick Streets, Sewers and Sidewalks Committee.

All applications shall contain the following:

- (1) Name, address and telephone number of the applicant; and
- (2) Name of honoree(s) as it would appear on the sign; and
- (3) Summary of the reason for the request and qualifications of the honoree(s) in accordance with this policy; and
- (4) The address and geographical map clearly marked or highlighted of portion of the City street the application is seeking the honorary designation; and
- (5) Application fee of \$100.00 (to be applied towards the costs of the approved sign; if the sign is not approved, the application fee will be returned to the applicant).
- (6) If the application is for an honorary designation on a residential street, the application shall be accompanied by the consent of at least seventy percent (70%) of the property owners of the street.

**Approval.** After submission of the application to the Streets, Sewers and Sidewalks committee, the committee shall provide notice to the property owners within the portion of the street to be designation at least fourteen (14) days prior to the meeting at which the application will be considered; those speaking in favor or in opposition to the application may speak at said meeting. Following the meeting, the committee shall submit its recommendation to approve or deny the application to the City Council.

The City Council shall consider the recommendation of the committee, and any other information it deems relevant to the honorary designation, in its legislative approval or denial of the application.

**Removal.** The City shall bear the costs of production and installation of the sign. The City reserves the right to terminate the program, remove the honorary designation or take possession of the honorary sign for any reason, in the sole discretion of the City Council. The City will bear responsibility for maintenance of honorary signs.

**RESOLUTION NO. 2024 - 3**

**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. 2023-57 appropriating funds for the first quarter of 2024; 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:

<b>Transfer to the Police Pension Fund</b>	<b>\$98,000.00</b>
<b>(801-814-4961)</b>	

**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:** \_\_\_\_\_, 2024

**Submitted to the Mayor for his approval on \_\_\_\_\_, 2024**

\_\_\_\_\_  
**Monica Koudela, President of Council**

**ATTEST:**

**APPROVED by the Mayor on**  
\_\_\_\_\_, 2024

\_\_\_\_\_  
**Christine Morgan, Clerk of Council**

\_\_\_\_\_  
**Michael Vanni, Mayor**



**ORDINANCE NO. 2024 – 9**

**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 2024 and in accordance with the following existing rates of pay, respectively:

- Police Chief. . . . . the sum of Four Thousand Five Hundred one and 89/100 Dollars (\$4,501.89);
- Finance Director. . . . . the sum of Four Thousand Two Hundred Ninety-one and 53/100 Dollars (\$4,291.53);
- Fire Chief. . . . . the sum of Three Thousand Eight Hundred Forty-eight and 18/100 Dollars (\$3,848.18);
- Service Director . . . . . the sum of Three Thousand Four Hundred Thirty-eight and 91/100 Dollars (\$3,438.91);
- Recreation Director. . . . . the sum of Three Thousand Five Hundred and 98/100 Dollars (\$3,500.98);
- Chief Housing & Zoning Inspector. The sum of Three Thousand Three Hundred Seventy-six and 40/100 Dollars (\$3,376.40);
- Law Director . . . . . the sum of Two Thousand Two Hundred Thirty-two and 32/100 Dollars (\$2,232.32);
- Prosecutor. . . . . the sum of Nine Hundred Seventy-two and 63/100 Dollars (\$972.63);
- Safety Director . . . . . the sum of One Thousand One Hundred Fifty-three and 85/100 Dollars (\$1,153.85);

- Payroll/Finance Officer . . . . . the sum of One Thousand Seven Hundred Ninety-eight and 15/100 Dollars (\$1,798.15) to Two Thousand Three Hundred Forty-nine and 42/100 Dollars (\$2,349.42);
- Facility/Program Coordinator . . . . . the sum of One Thousand Nine Hundred Sixty-four and 59/100 Dollars (\$1,964.59);
- Senior Citizens Coordinator . . . . . the sum of One Thousand Eight Hundred Fifty-one and 42/100 Dollars (\$1,851.42);
- Public Communications . . . . . the sum of Ninety-four and 92/100 Dollars (\$94.92);
- Electrical Inspector . . . . . the hourly rate of Twenty-eight and 79/100 Dollars (\$28.79);
- Housing Inspector. . . . . the hourly rate of Twenty-six and 43/100 Dollars (\$26.43);
- Mayor’s Secretary. . . . . the hourly rate of Twenty-three and 08/100 Dollars \$23.08);
- Finance Assistant/Accountant . . . . . the hourly rate of Eighteen and 47/100 Dollars (\$18.47) to Twenty-three and 95/100 Dollars (\$23.95);
- Asst. Housing Inspector . . . . . the hourly rate of Sixteen and 92/100 Dollars (\$16.92) to Twenty-two and 80/100 Dollars (\$22.80) limited to a bi-weekly maximum of Fifty (50) hours;
- Asst. Senior Citizens Coordinator. . . . . the hourly rate of Seventeen and 47/100 Dollars (\$17.47) limited to a bi-weekly maximum of Forty-eight (48) hours;
- Senior Center Attendant..... the hourly rate of Eleven and 29/100 Dollars (\$11.29) to Fourteen and 26/100 Dollars (\$14.26) 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:** \_\_\_\_\_, 2024

**Submitted to the Mayor for his approval on**  
\_\_\_\_\_, 2024

**ATTEST:**

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

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

**Approved by the Mayor on**  
\_\_\_\_\_, 2024

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

# MECO

## McDONALD EQUIPMENT COMPANY

### EXCELLENCE IN SERVICE SERVICE AGREEMENT

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

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

#### EQUIPMENT COVERED

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

#### TERM OF AGREEMENT

The term of the agreement shall be for a period of one year commencing on January 1, 2024 and terminating on December 31, 2024.

#### SERVICE CALL FREQUENCY AND RATES

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

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

BILLING RATES

Annual Agreement Price	\$ 580.00	Includes mileage & travel time)
Sales Tax	\$ Exempt	
TOTAL	\$ 580.00	
*Hourly Labor Rate	\$ 125.00	(Regular working hours - 7:30 a.m. to 4:30 p.m. Monday thru Friday except legal holidays).
*Hourly Labor Rate	\$ 187.50	(Non-regular working hours) after 4:30 p.m. weekdays and all day Saturdays.
*Hourly labor Rate	\$ 250.00	Double time Sundays and holidays.
*Mileage \$1.50 per mile.		<b>Mileage may be subject to a fuel surcharge</b>

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

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

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

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

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

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

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

Major repairs are listed under BILLING RATES.

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

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

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

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

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

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

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

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

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

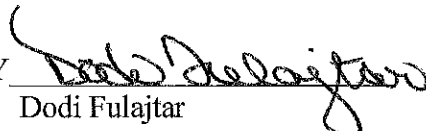
This \_\_\_\_ Day of \_\_\_\_\_, 2023.

OWNER \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

McDONALD EQUIPMENT COMPANY

BY   
Dodi Fulajtar  
Service Agreement Administrator

# MECO

## McDONALD EQUIPMENT COMPANY

### EXCELLENCE IN SERVICE SERVICE AGREEMENT

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

<u>BUILDING NAME</u>	<u>ADDRESS</u>	<u>CITY</u>
FIRE DEPARTMENT	30435 Lakeshore Blvd	Willowick, Ohio 44094
<u>OWNERS AGENT</u>	<u>PHONE NO</u>	<u>EMAIL</u>
Terry McCarthy	440/585-0963, Ext. 327	terrymccarthy@cityofwillowick.com

#### EQUIPMENT COVERED

<u>GEN-SET</u>	<u>MODEL</u>	<u>SERIAL</u>	<u>TRANS.</u>	<u>MODEL</u>	<u>SERIAL</u>
<u>MFG.</u>	<u>#</u>	<u>#</u>	<u>SW.MFG.</u>	<u>#</u>	<u>#</u>
Katolight	D60FPJ4	111172			

#### TERM OF AGREEMENT

The term of the agreement shall be for a period of one year commencing on January 1, 2024 and terminating on December 31, 2024.

#### SERVICE CALL FREQUENCY AND RATES

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

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

BILLING RATES

Annual Agreement Price	\$ 645.00	Includes mileage & travel time)
Sales Tax	\$ Exempt	
TOTAL	\$ 645.00	
*Hourly Labor Rate	\$ 125.00	(Regular working hours - 7:30 a.m. to 4:30 p.m. Monday thru Friday except legal holidays).
*Hourly Labor Rate	\$ 187.50	(Non-regular working hours) after 4:30 p.m. weekdays and all day Saturdays.
*Hourly labor Rate	\$ 250.00	Double time Sundays and holidays.
*Mileage \$1.50 per mile.		<b>Mileage may be subject to a fuel surcharge</b>

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

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

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

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

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

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

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

Major repairs are listed under BILLING RATES.



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

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

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

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

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

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

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

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

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

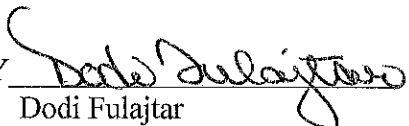
This \_\_\_\_\_ Day of \_\_\_\_\_, 2023.

OWNER \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

McDONALD EQUIPMENT COMPANY

BY   
Dodi Fulajtar  
Service Agreement Administrator