



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, January 11, 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 December 21, 2021.

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

INTRODUCTION & CONSIDERATION OF LEGISLATION

2. Ordinance No. 2022-1 (Law Director)

An Ordinance approving and confirming the appointment of Angela Trend as Clerk of Council, and declaring an emergency.

Oath of Office administered to Angela Trend, Clerk of Council.

3. Resolution No. 2022-1 (Law Director)

A Resolution authorizing the Mayor to enter into an agreement with Laketran for transportation in the Senior Center, and declaring an emergency.

MISCELLANEOUS

- 4. Motion authorizing the Mayor to enter into a 39 month lease with ComDoc for a Xerox C7025 multi-function device for the Senior Center in the monthly amount of \$159.00.
- 5. Motion to Authorize Mayor to execute a bond financing application jointly with participating subdivisions for the Shoreline Improvement District.

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

To discuss pending litigation.

RETURN TO THE TABLE FROM EXECUTIVE SESSION

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, December 21, 2021 at 6:30 PM
 City Council Chambers

ADA NOTICE

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

MINUTES

CALL MEETING TO ORDER

(Total meetings to date - 20)

In the absence of Council President Patton, the twenty-first meeting of Council was called to order by Council Clerk Trend at 6:30 p.m.

PLEDGE ALLEGIANCE

INVOCATION

The floor was opened for nominations for President Pro Tem.

Motion made by Ms. Antosh, seconded by Ms. Bisbee to nominate Mr. Vanni as President Pro Tem. There were no other nominations and the nominations were closed.

Vote: Ayes: Ms. Koudela, Mr. Malta, Mr. Phares, Ms. Antosh and Ms. Bisbee.

Abstain: Mr. Vanni.

ROLL CALL OF COUNCIL

PRESENT

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

ABSENT

Council President Robert Patton

ALSO PRESENT

Mayor Regovich, Finance Director Benedict, Law Director Landgraf, Fire Chief Tennyson, Police Lieutenant Mastroianni, Service Director Shannon, Chief Housing & Zoning Inspector Brennan, City Engineer McLaughlin.

ABSENT

Police Chief Turner, Recreation Director Kless and Economic Director Drake.

APPROVAL OF MINUTES

1. Motion made by Mr. Malta, seconded by Mr. Phares to approve the minutes of the Regular City Council Meeting of December 21st, 2021.

Discussion: None.

Vote: All ayes. Motion carried.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

None.

ADMINISTRATIVE APPEALS

None.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor Regovich attended the ICSC Conference (International Council of Shopping Centers). A meeting will be held at a later date to provide Council with more information. 2021 closes out with 340 homes and 29 condominiums being sold in Willowick.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

None.

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

Report submitted electronically. On December 29th bids for the HVAC Project at the Senior Center will be accepted and opened.

Recreation Director – Julie Kless

No report - absent.

City Engineer – Tim McLaughlin

No report. Sewer projects will be discussed at the beginning of the year as well as funding for them. Mayor Regovich stated that the City will be able to use grant money for the replacement of the HVAC system that has been in use since 1999. The City will start in January looking at contractors for the 2022 Road Program.

Finance Director – Cheryl Benedict

No report.

Law Director – Stephanie Landgraf

No report. There are two items on the agenda both amending Ordinances to correct typographical errors only.

Police Chief – Brian Turner

No report. Lt. Mastroianni in for Chief Turner.

Fire Chief – Joe Tennyson

Report submitted electronically. Congratulations to CK DiBaggio who has retired as the Fire Department Secretary and welcome to Lisa Hudson who has taken over her position.

Chief Housing/Zoning Inspector – Sean Brennan

No report.

Economic Development Manager – Monica Drake

No report - absent.

WARD MATTERS

Mr. Malta thanked everyone that has supported the Birthday Club as it has been very successful.

PUBLIC PARTICIPATION

a) Public statement (1 minute maximum)

b) Council response to the public

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

Jean Bowen, 472 E. 319 St. inquired about the numerous street lights that are out on Vine St. Michael Bowen, 472 E. 319 St. provided more information that could be added to the Nike Site Memorial that is currently being discussed.

Mr. Vanni and Mr. Malta thanked Mr. Bowen for his work on the Nike Site Project.

Mr. Shannon reported there are meters on Vine St. that control different blocks of lights and some are going bad due to age. The County and CEI are involved and working to get the meters replaced.

REPORTS OF STANDING COMMITTEES**Finance – Vanni, Bisbee, Koudela**

No report.

Safety – Phares, Malta, Bisbee

No report.

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

Next meeting will be on January 4th, 2022 at the Richard J. Bonde Activity Center at 6:30 p.m.

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**

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

The Winter Wonderland and Breakfast with Santa were a big success.

Plan Review Board – Antosh

No report.

Hearts & Hammers – Malta

Mr. Malta reported the program had another successful year and is currently looking for donation baskets for the fundraiser on January 29th, 2022.

FUND TRANSFERS & BID AUTHORIZATIONS

None.

CONTRACT APPROVALS

None.

INTRODUCTION & CONSIDERATION OF LEGISLATION**2. Ordinance No. 2021-51 (Law Director)**

An Ordinance amending Chapter 751 of the Codified Ordinances of the City of Willowick, Ohio, titled “Registration of Contractors” specifically, Section 751.99, titled “Penalty,” and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Malta to waive the three readings on Ordinance No. 2021-51.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Phares to adopt Ordinance No. 2021-51.

Discussion: None.

Vote: All ayes. Motion carried.

3. Ordinance No. 2021-52 (Law Director)

An Ordinance amending Chapter 1145 of the Codified Ordinances of the City of Willowick, Ohio, titled “Retail District;” specifically Section 1145.09 titled “Plan Approval,” and declaring an emergency.

Motion made by Mr. Malta, seconded by Ms. Antosh to waive the three readings on Ordinance No. 2021-52.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Phares, seconded by Ms. Antosh to adopt Ordinance No. 2021-52.

Discussion: None.

Vote: All ayes. Motion carried.

4. Ordinance No. 2021-53 (Finance Director) – As Amended

An Ordinance amending Ordinance 2021-9 to provide for additional appropriations from the General Fund (101); SCM&R Fund (202); Street Lighting Fund (204); Sewer Revenue Fund (205); Police & Fire Capital Improvement Fund (207); Fire Emergency Rescue Fund (208); Sanitary & Sewer Lateral Levy Fund (211); Street Improvement Fund (213); Recreation Improvement Fund (214); Permissive License Fee Fund (215); Senior Citizens Center Fund (220); Coronavirus Relief Grant Fund (226); NOPEC Grant Fund (227); Earned Benefits Fund (240); Municipal Tax Increment Equivalent Fund (302); Police Pension Fund (801); Security Deposits Fund (802); and the Donations & Bequests Fund (803) for current expenses and other expenditures of the City of Willowick, State of Ohio, during the calendar year ending December 31, 2021, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Phares to waive the three day rule on Ordinance No. 2021-53 as amended.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Malta, seconded by Ms. Antosh to waive the three readings on Ordinance No. 2021-53 as amended.

Discussion: None.

Vote: all ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Malta to adopt Ordinance No. 2021-53 as amended.

Discussion: None.

Vote: all ayes. Motion carried.

5. Ordinance No. 2021- 54 (Finance Director)

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

Motion made by Mr. Malta, seconded by Ms. Antosh to waive the three readings on Ordinance No 2021-54.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Phares, seconded by Ms. Antosh to adopt Ordinance No. 2021-51.

Discussion: None.

Vote: All ayes. Motion carried.

6. Resolution No. 2021-43 (Finance Director)

A Resolution accepting the rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor and declaring an emergency.

Motion made by Mr. Malta, seconded by Mr. Phares to waive the three readings on Resolution No. 2021-43.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Phares to approve Resolution No. 2021-43.

Discussion: None.

Vote: All ayes. Motion carried.

7. Resolution No. 2021-44 (Law Director)

A Resolution to accept the material terms of the One Ohio Subdivision Settlement pursuant to the One Ohio Memorandum of Understanding and consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Malta to waive the three readings on Resolution No. 2021-44.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Phares, seconded by Ms. Antosh to approve Resolution No. 2021-44.

Discussion: None.

Vote: All ayes. Motion carried.

8. Resolution No. 2021- 45 (Law Director)

A Resolution authorizing the Mayor of the City of Willowick to enter into a cooperative agreement with the City of Wickliffe, Ohio, for purposes of obtaining grant funding from the Ohio Public Works Commission for the Lakeland Boulevard Pavement Improvements Project, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Phares to waive the three readings on Resolution No. 2021-45.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Malta, seconded by Mr. Phares to approve Resolution No. 2021-45.

Discussion: None.

Vote: All ayes. Motion carried.

MISCELLANEOUS

9. Motion made by Ms. Antosh, seconded by Mr. Phares to declare the items set forth on Exhibit "A" as surplus, obsolete, unneeded and unfit for public use and authorizing their disposal.

Discussion: None.

Vote: All ayes. Motion carried.

10. Motion made by Ms. Antosh, seconded by Mr. Malta authorizing the expenditure in the amount of \$13,855.43 to Civica for the 2022 license, support and maintenance of the payroll, finance and fixed asset software.

Discussion: None.

Vote: All ayes. Motion carried.

11. Motion made by Mr. Phares, seconded by Ms. Antosh authorizing the expenditure in the amount of \$120,438.99 to Wichert Insurance for the 2022 Property and Liability Insurance Program.

Discussion: None.

Vote: All ayes. Motion carried.

12. Motion made by Mr. Phares, seconded by Ms. Antosh authorizing an expenditure to Willoughby Eastlake School System in the amount of \$201,879.36 for PILOT reimbursement per the TIF agreement.

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.

ADJOURNMENT

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

Discussion: None.

Vote: All ayes. Motion carried.

Meeting adjourned at 7:19 p.m.

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

ORDINANCE NO. 2022 - 1

AN ORDINANCE APPROVING AND CONFIRMING THE APPOINTMENT OF ANGELA TREND AS CLERK OF COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has appointed Angela Trend as Clerk of Council pursuant to the provisions of Section 121.07 of the Willowick Codified Ordinances; and

WHEREAS, the Mayoral appointment of the Clerk of Council is further subject to confirmation by a majority vote of the members of Council;

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

SECTION 1. That the appointment by the Mayor of Angela Trend as Clerk of Council for the City for the term commencing January 1, 2022, and terminating December 31, 2023, is hereby approved and confirmed.

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 Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of the City of Willowick, and further, provides for the usual daily operation of a municipal department; wherefore, this Ordinance shall be in full force and effect 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. 2022-1

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LAKETRAK FOR TRANSPORTATION IN THE SENIOR CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, the City seeks to foster, create, promote and support activities for the senior residents of the City of Willowick; and

WHEREAS, this City agrees that the transportation arrangement with Laketrak pursuant to the terms of the said Agreement will be economically beneficial to the City of Willowick.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into the Agreement for the provision of transportation for the Willowick Senior Center, and in a form substantially similar to the written Agreement, a copy of which is annexed as Exhibit "A" and incorporated herein and to execute any and all documentation necessary to formalize the validity and implementation of that Agreement.

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 transportation in its Senior Center; wherefore this Resolution shall be in full force and 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

GROUND TRANSPORTATION AGREEMENT

This transportation agreement (hereinafter "Agreement") is made and entered into as of this _____ day of _____ 202_ ("Effective Date") by and between Laketrans ("Laketrans") a political subdivision of the State of Ohio created pursuant to Section 306.30 through 306.71 of the Ohio Revised Code and City of Willowick Senior Center (hereinafter "Willowick Senior Center"). Laketrans and Willowick Senior Center are collectively referred to as the "Parties".

1. **TERM.** This Agreement is effective as of _____, 202_ and shall continue until December 31, 2025 (the "Term"), subject to Section 5 below. The Parties may elect to renew the Agreement for successive five (5) year terms by notifying the other party in writing no less than sixty (60) days prior to its expiration.
2. **SERVICES.** The services provided and agreed to are more fully described in **Schedule A** attached hereto (the "Services"), and pursuant to the terms described herein. Providing the Services is the essence of this Agreement.
3. **COMPENSATION AND PAYMENT.** It is agreed that, except as otherwise expressly agreed to by the Parties in writing, the consideration payable to Laketrans by Willowick Senior Center for the Services shall be the compensation and/or other consideration set forth in **Schedule B** attached hereto, provided that Laketrans has performed each of the Services in accordance with the terms of this Agreement (the "Compensation"). The payment schedule for such Compensation is also set forth in **Schedule B**.
4. **INSURANCE.** Laketrans shall obtain, and continuously maintain, at its own expense, the following insurance policies:
 - A. Workers' Compensation in compliance with state statutory laws;
 - B. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles.
5. **TERMINATION.** After completion of the initial Term or upon the occurrence of any of the events described in **Schedule C**, attached hereto, either party may immediately terminate this Agreement for any reason by providing the other party written notice. If either party elects to terminate the agreement notice shall be provided to the Parties as identified below.

As to LAKETRAN: Laketrans
 555 Lakeshore Blvd.
 Painesville Township, Ohio 44077

With a copy to: Brandon D. R. Dynes, Esq.
 Thrasher, Dinsmore & Dolan, L.P.A.
 100 7th Avenue, Suite 150
 Chardon, Ohio 44024
 bdynes@tddl.com

As to Willowick Senior Center: City of Willowick Senior Center
 321 E 314th St
 Willowick, Ohio 44095

With a copy to:

Stephanie Landgraf, Esq.
Wiles & Richards
37265 Euclid Avenue
Willoughby, Ohio 44094
slandgraf@wilesrichards.com

- 6. MANNER OF PERFORMANCE.** The Parties agree to perform, at all times faithfully, industriously, and to the best of their ability, experience, and talent, all of the duties that may be required of them pursuant to the express and implicit terms of this Agreement. The Parties agree to cooperate fully and in a professional and courteous manner with one another and all service providers for each of them. Laketrans shall perform and complete the Services in the most expeditious and economical manner consistent with its policies and procedures and accepted protocol.
- 7. ASSIGNMENT.** Willowick Senior Center shall not be entitled to assign any of its rights under the terms of this Agreement to any third party without the prior written consent of Laketrans.
- 8. STATUS OF PARTIES.** By virtue of the provisions of Section 306.30 et. seq. of the Ohio Revised Code, Laketrans is a political subdivision of the State of Ohio, a body corporate with all the powers of a corporation. The Willowick Senior Center is a political subdivision of the State of Ohio, a body corporate with all the powers of a corporation. All activities by the Parties herein and under the terms of this Agreement shall be carried on by the Parties as independent to one another and not as an agent for or employee of either party and nothing contained herein shall be deemed to constitute a contract of employment. Nothing herein contained shall be construed to place the Parties in the relationship of partners, joint ventures, or agents.
- 9. INDEMNIFICATION.** Willowick Senior Center shall indemnify, defend, and hold Laketrans, and any respective parents, subsidiaries, affiliates, related entities, and all such officers, directors, trustees, managers, partners, members, agents, employees, representatives, successors, and assigns (collectively, the "Indemnitees") harmless from and against any and all losses, costs, claims, damages, injuries, demands, settlements, judgments, expenses, fines, penalties, or liabilities of any nature or kind, including reasonable attorneys' fees, court costs, out of pocket expenses, and fees of expert witnesses (collectively, "Claims"), arising from, relating to, or in connection with this Agreement or the Services contemplated and provided herein.
- 10. EQUAL OPPORTUNITY EMPLOYER.** In carrying out this Agreement, Laketrans shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or military status. Laketrans shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or military status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11. GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and County of Lake, which shall be the sole jurisdiction for all disputes related to this Agreement or the relationship created hereby.
- 12. MISCELLANEOUS.** This Agreement, which may not be assigned or delegated by Willowick Senior Center, constitutes the entire agreement and understanding between the Parties hereto and cancels,

terminates, and supersedes any prior written or oral agreement or understanding relating to the subject matter hereof between the Parties. None of the provisions of this Agreement can be waived or modified except expressly in writing signed by both Parties, and there are no representations, promises, agreements, warranties, covenants, or understandings other than those contained herein. No failure or delay on the part of the Parties in the exercise of any right, power, or remedy under this Agreement shall operate a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, or remedy. There are no intended third-party beneficiaries of this Agreement. If any clause, provision or section of this contract, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under this contract is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof.

EXECUTION. This Agreement is binding upon signature by an authorized officer of each party hereto.

Laketran

By: _____

Title: Ben Capelle, Chief Executive Officer

Date: _____

City of Willowick – Willowick Senior Center

By: _____

Title: _____

Date: _____

Schedule A

Description of Services to be Performed: During the Term, Laketran shall generally provide transportation services as determined by Laketran and the Willowick Senior Center with specifically defined dates/times/locations provided by Willowick Senior Center representatives and authorized by Laketran as acceptable by (a) time; (b) location of service; and (c) vehicle availability. No overnight service shall be provided.

Laketran will provide up to 25 trips annually.

In connection with the provision of Services, Laketran shall provide all necessary equipment and supplies in order to effectuate its provision of the Services. Laketran shall hire, train and manage all necessary staff, dispatchers, drivers and other personnel in connection with such personnel's provision of the Services. Laketran shall maintain and manage a communications/dispatch system that will enable Laketran to effectuate its rendering of the Services.

Laketran shall ensure that each vehicle shall be in good repair and operating condition (e.g., meeting, and displaying, up-to-date proof of all applicable certifications, registrations, and safety compliance permits).

All drivers provided by Laketran in connection with the effectuation of the Services have valid commercial driver's licenses at the time of the Services and have the legal right to operate the vehicles without encumbrances of any kind.

Laketran shall be U.S. Department of Transportation (USDOT) approved and provide proof of current operating authority from the Federal Highway Administration if the trip will cross state lines.

Schedule B

Terms of Payment: Three thousand nine hundred and fifty-eight and 25/100 Dollars (\$3,958.25) payable to Laketran by Willowick Senior Center upon execution of this Agreement and successive payments of: Three thousand nine hundred and fifty-eight and 25/100 Dollars (\$3,958.25) on or before December 31st of each calendar year of the Term. Additional payment of Five and 00/100 Dollars (\$5.00) per passenger for each transportation service payable upon receipt of invoice from Laketran.

Schedule C

Miscellaneous:

Neither Willowick Senior Center nor Laketran shall be liable for any acts or any failures to act, occasioned by act of God, national emergency, war, pandemic, strike or other labor dispute, or any other cause beyond the reasonable control of the party affected thereby. Such non-performance shall not constitute a breach of this Agreement.