



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, February 16, 2021 at 7:30 PM
City Council Chambers/ Webex

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

(Total meetings to date - 3)

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

1. Motion to approve the minutes of the Regular City Council Meeting of February 2nd, 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

Acting Service Director – Rich Regovich

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 Commercial Lawn Care for fertilization and weed control for all city properties in the amount of \$2,793.78.
- 3. Motion to authorize the Mayor to enter into an Enterprise Software Agreement with City Force for software and technical support in the Building Department for a term of 5-years in the amount of \$7,752.00.

INTRODUCTION & CONSIDERATION OF LEGISLATION

- 4. Ordinance No. 2021-9 (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, 2021, and declaring an emergency.

MISCELLANEOUS

- 5. Motion authorizing the release of retainage in the amount of \$18,409.44 to Lake County Landscape & Supply Inc. for the Manry Park Exercise Trail Improvements.

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

RETURN TO TABLE FROM EXECUTIVE SESSION

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, February 02, 2021 at 7:30 PM
 City Council Chambers/ Webex

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 third meeting of Council of 2021 was called to order at 7:30 p.m. by Council President Patton. This is a virtual meeting with the same rules pursuant to guidelines of the Ohio Attorney General with the approval of the Law Director pursuant to Ohio Law.

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, Fire Chief Tennyson, Police Chief Turner, City Engineer Mclaughlin, Chief Housing and Zoning Inspector Brennan, Sewer Foreman Rob Gross, Law Director Landgraf, Economic Director Drake and Council Clerk Angie Trend. Recreation Director Kless was absent.

APPROVAL OF MINUTES

1. Motion to approve the minutes of the Regular City Council Meeting of January 19, 2021.

Motion made by Mr. Malta, seconded by Ms. Antosh to approve the minutes of the Regular City Council Meeting of January 19, 2021.

Discussion: None

Vote: All ayes. Motion carried.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

None.

ADMINISTRATIVE APPEALS

None.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor & Acting Service Director Regovich reported:

Lake County is receiving between 400 and 700 doses of the COVID vaccine per week which are being distributed according to the Governor's guidelines.

IT has been working on some computer issues and if anyone is having problems with their new laptop please let the Mayor know.

The "Great Grocery Giveaway" was successful with 480 boxes of food given away. Councilman Malta was a great help as well as many other volunteers.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

None.

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials**Acting Service Director – Rich Regovich**

Written report submitted electronically. The Service Department employees were a big help with setting up for the "Great Grocery Giveaway". The road crew has also been working a lot of night shifts salting and brining the roads in preparation for the morning rush hour. We are anticipating some very cold weather coming up over the next few days and we will be prepared.

Discussion: Councilwoman Antosh asked if when the crews were out salting if they were only salting the intersections or were they doing the side streets as well. Acting Service Director Regovich replied that the main intersections are salted and any intersection with a stop sign or cross street is salted. Councilwoman Koudela asked if the Service Director position would be advertised soon. Acting Service Director Regovich reported that he would like to advertise the position soon and that he was still working on some things to make sure everything was ready for the incoming director. Legislation will need to be checked to see when the term for the acting director expires.

Recreation Director – Julie Kless

No report. Absent.

City Engineer – Tim McLaughlin

On Lakeland Blvd. the City of Wickliffe is going to be having a coring company doing pavement cores as a part of the joint project of the Lakeland repave. The company will be out working for about three days and it should only cause minor traffic issues.

An inspection will be done next week on Fairway for the storm sewer issues as long as there are no issues with the weather.

Finance Director – Cheryl Benedict

In regards to Ordinance No. 2021-8 this was a various purpose note. It consisted of the TIF (tax increment financing) for Shoreland Crossings as well as sewer improvements. The final payment will be made on the Shoreland Crossings portion and a portion of the sewer note will be retired as required. The remainder will be renewed or rolled over which is \$228,000. Council also received an email with a spreadsheet of all of the expenditures and encumbrances from the CARES Act money. Council should have received their budget binders and the meeting will be at City Hall on Saturday.

Councilman Vanni confirmed that the Budget Hearing would be in person at City Hall on Saturday, February 6 at 8 a.m.

Law Director – Stephanie Landgraf

No report. Ms. Landgraf requested an executive session tonight to discuss pending or imminent litigation.

Police Chief – Brian Turner

The Police Department's annual report was emailed out. Today the department had panel interviews with four dispatch applicants for the vacancy in dispatch. There were some good candidates and it will make for a tough decision. Also a letter was received from Lake County Prosecutor Chuck Coulson who reviewed the officer involved shooting that occurred on Friday, October 12, 2020. BCI was called in for an investigation of the incident. They do not render an opinion or a ruling on the incident they only gather the facts and forward that to the Lake County Prosecutor. After reviewing the investigation from BCI, Prosecutor Coulson made the determination that the officers involved were justified. The final step will be the Detective Bureau doing an internal investigation to make sure the officers followed the department policies. Chief Turner does not feel that there will be any issues with the internal investigation.

Fire Chief – Joe Tennyson

Written report submitted electronically. Last Wednesday a Willowick Dispatcher while on her way home from work observed a car was off to the side of the road. The dispatcher and two officers determined the male was having a medical emergency. The rescue squad arrived on scene and the male, who was in full arrest, arrived at the hospital within twenty-two minutes. The male is doing well at this time and the Fire Chief wanted to congratulate all that were involved in the incident. Today there was a significant accident on SR 2 which caused the freeway to be closed down for almost two hours. Two patients were transported to the hospital as a result.

Chief Housing/Zoning Inspector – Sean Brennan

No written report. Councilwoman Koudela asked Mr. Brennan about a BZA case involving a home on Bayridge where a roof needed to be replaced and the variance had been denied. Mr. Brennan advised all necessary repairs have been made to the house and the homeowner is in compliance.

Economic Development Manager – Monica Drake

Ms. Drake reported that she has been reaching out to different businesses in Willowick as the Small Business Administration has come up with another round of Paycheck Protection Program Funding. Also Ms. Drake reported that she has been working on a Sign/Storefront Program with the City of Wickliffe and as soon as she has more information she will share it with Mayor Regovich.

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)*

Bryon White, 30550 Willow Lane: Mr. White asked if there was a general timeline for when the Finance Director will have the report for the earmarked stimulus money available to the public.

Secondly Mr. White stated on Willow Lane there has been a telephone pole that had been damaged and has been being held up by straps for the last year and a half. Mr. White wanted to know if there was any movement on getting this resolved.

Finance Director Benedict said that Mr. White could call her and request a copy of the report with the information on how the money was spent.

Mayor Regovich said that he would contact CEI in reference to the telephone pole on Willow Lane. Mr. White stated that he has contacted CEI and was told that the responsibility for the removal falls on the cable companies. CEI said that the last cable company that removes their lines is responsible for taking care of the pole. The Mayor said that he would reach out to their government liaison for more information.

REPORTS OF STANDING COMMITTEES

Finance – Vanni, Bisbee, Koudela

No report.

Safety – Phares, Malta, Bisbee

No report. Mr. Phares stated that he has had a few residents express interest in re-examining the prohibition of bee hives and bee keeping in the city. This will probably be on the agenda for the next Safety Committee Meeting.

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

Councilman Malta wanted to thank Mayor Regovich for participating in the "Great Grocery Giveaway" at the Willowick Senior Center. The Mayor was there for well over eight hours helping out. This was a great event for Willowick and Mr. Malta would also like to thank the CEO of Council on Aging, Joey Tomsick and the manager of Western Reserve Myron Bennett. Dave's Market also gave everyone who received a box of food a \$20.00 gift card for their store. Thank you also goes out to Dan Troy, Police Chief Brian Turner, Recreation Director Julie Kless and Todd Shannon from the Service Department who were all a great help. Mr. Malta wants to make sure for the next event like this that people are informed and that all of the boxes of food will be handed out to people in need.

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

Just a reminder that the Budget Hearing will be this Saturday at 8:00 a.m. at City Hall.

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

Ms. Koudela reported that Ace Hardware is going to be expanding for extra storage.

Hearts & Hammers – Malta

Mr. Malta wanted to thank the seventeen volunteers who have been shoveling snow for forty-one walkways in the city for senior citizens.

FUND TRANSFERS & BID AUTHORIZATIONS

None.

CONTRACT APPROVALS

None.

INTRODUCTION & CONSIDERATION OF LEGISLATION2. Ordinance No. 2021-6

An Ordinance fixing the compensation of adult school guards and declaring an emergency.

Motion made by Ms. Antosh, seconded by Ms. Bisbee to waive the three readings of Ordinance No. 2021-6.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Ms. Bisbee to adopt Ordinance No. 2021-6.

Discussion: None.

Vote: All ayes. Motion carried.

3. Ordinance No. 2021-7

An Ordinance amending Ordinance 2020-51 to provide for additional appropriations from the General Fund (101); Sewer Revenue Fund (205); Fire Emergency Rescue Fund (208) and the Sanitary Sewer Improvement Fund (422) for current expenses and other expenditures of the City of Willowick, State of Ohio, during first quarter ending March 31, 2021, and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Phares to waive the three readings of Ordinance No. 2021-7.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Ms. Antosh, seconded by Mr. Phares to adopt Ordinance No. 2021-7.

Discussion: None.

Vote: All ayes. Motion carried.

4. Ordinance No. 2021-8

An Ordinance providing for the issuance and sale of \$228,000 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.

The Fiscal Officer's Certificate was presented to the Clerk of Council prior to the introduction of the Ordinance No. 2021-8.

Motion made by Ms. Antosh, seconded by Mr. Phares to waive the three readings of Ordinance No. 2021-8.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Phares, seconded by Mr. Malta to adopt Ordinance No. 2021-8.

Discussion: None.

Vote: All ayes. Motion carried.

5. Resolution No. 2021-2

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

Motion made Mr. Phares, seconded by Ms. Antosh to waive the three readings of Resolution No. 2021-2.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Malta, seconded by Ms. Antosh to approve Resolution No. 2021-2.

Discussion: None.

Vote: All ayes. Motion carried.

MISCELLANEOUS

6. Motion to declare the following appliances from the Fire Department as unfit for use by the City, obsolete, and having no value other than scrap metal, to be disposed of as surplus; Whirlpool Washer: Model #WTW80000BW0, Serial #C33070521; Whirlpool Dryer Model #WED8000BW0, Serial #M41110048; and GE Refrigerator: Model #TBX21NITMRWH, Serial #ZL604819, City Tag #01075.

Motion made by Ms. Antosh, seconded by Mr. Phares to declare the appliances from the Fire Department as unfit for use by the City, obsolete, and having no value other than scrap metal, to be disposed of as surplus.

Discussion: None.

Vote: All ayes. Motion carried.

7. Discuss Ohio Sunshine Law

Motion made by Mr. Malta, seconded by Ms. Antosh to declare the Clerk of Council as the representative for Council for Ohio Sunshine Law purposes.

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)

Bryon White, 30550 Willow Lane, had a follow-up question as to whether he should contact the Finance Director directly or did he need to use the official records request form to request the information on the earmarked stimulus package. Secondly, will the earmarked stimulus spending package be made public on the city website?

Phil Detering, 469 Bayridge Blvd., Mr. Detering stated that it is his understanding that the Senior Center is being used for food preparation and distribution. Mr. Detering asked that when the Senior Center opens back up will there be enough room for the senior's and Meals on Wheels at the center? Secondly, in reference to the food giveaway, Mr. Detering stated that the people he had spoken with had no information about the giveaway. He suggested that maybe fliers could be handed out for the next time.

Finance Director Benedict responded to Mr. White by saying that he could call her with his records request. She also stated that as far as posting this information on the City website it would need to be discussed further with the Mayor and Council.

Law Director Landgraf said that the posting of the information on the City website would be a Council decision. Mr. White can make his records request either electronically or if the City has a form to fill out he could do that. Either way would be an appropriate public records request.

Mayor Regovich responded to Mr. Detering saying that they hope the Senior Center would accommodate Meals on Wheels and the seniors together. Meals on Wheels currently only uses the kitchen area. They have a section at the library that they have for their computers and desks. The Mayor feels that this will be an opportunity for the seniors to partake in meals more frequently when the center opens. Currently Meals on Wheels is there Monday, Wednesday and Friday from 7:00 a.m. until 2:00 p.m. to assist with people who are home bound.

Mr. Malta addressed Mr. Detering's second question about the grocery giveaway saying that we did not receive the information until the Thursday before the giveaway. Also you had to log onto a computer to get a confirmation number. Mr. Malta agrees that the process needs to be fixed and the information needs to get out to the people. There were four hundred boxes of food that were not given out due to only having four days to prepare. The Mayor did the best he could with the amount of time he had and they need to make sure that everyone that needs food gets it the next time around.

Mayor Regovich stated that Western Reserve had put the event together and it was federally funded program along with the CARES Act. The CARES Act funding comes quickly and has to be spent quickly. The reason for the sign up process was so that eight hundred people did not show up all at once making the process more difficult. Should there be another event we are hoping to be better prepared.

Mr. Detering asked if a list of people could be contacted before hand to be able to help out with another event. Mayor Regovich said he did not have an answer for that as this was handled by Western Reserve. Should we get another call for this program some different suggestions will hopefully be made.

Councilman Malta expressed concern about the seniors that can not make it to pick up the food and that that would need to be addressed also.

ADJOURN TO EXECUTIVE SESSION

8:24 p.m. adjourned to Executive Session.

RETURN TO TABLE FROM EXECUTIVE SESSION

Motion made by Mr. Malta, seconded by Ms. Antosh to return to the table from Executive Session.

Discussion: None.

Vote: All ayes. Motion carried.

Law Director Landgraf requested a motion to authorize the City Law Director to take all actions necessary to implement the recommendations made by the City Engineer as it relates to the Larimar development culvert and extension.

Motion made by Ms. Antosh, seconded by Mr. Vanni to authorize the Law Director to implement the recommendations made by the City Engineer as it relates to the Larimar development culvert and extension.

Discussion: None.

Vote: All ayes. Motion carried.

Council President Patton asked if there were any more items to be brought before Council.

Councilwoman Bisbee mentioned the recreational basketball program and wanted to thank Recreation Director Kless for doing such a good job with the program.

ADJOURNMENT

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

Discussion: None.

Vote: All ayes. Motion carried.

Meeting adjourned at 8:50 p.m.

PRESIDENT OF COUNCIL

ATTEST: _____
 CLERK OF COUNCIL



Susan Napoli
 7460 Clover Ave
 Mentor, OH 44060
 United States
 440-975-0416

Item #2.

Customer Information

Bill To:
 CITY OF WILLOWICK
 31230 VINE ST
 WILLOWICK, OH 44095
 USA

Service Location:
 Manry Baseball Outfields
 30100 ARNOLD RD
 WILLOWICK, OH 44095
 USA

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)	<input type="checkbox"/>	\$290.58
Manry Baseball Outfields	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$290.58
Manry Parks-LaForge Football	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$118.38
Manry Parks-LaForge Football	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$118.38
Manry Parks-LaForge Football	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$118.38
Manry Parks-LaForge Football	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$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)	<input type="checkbox"/>	\$53.81
Manry Pool (Inside Grassy Area)	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$53.81
Roosevelt School & Ball Fields	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$152.82
Roosevelt School & Ball Fields	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$152.82
Roosevelt School & Ball Fields	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$152.82
Roosevelt School & Ball Fields	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$152.82
Willowick Community Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$72.10
Willowick Community Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$72.10
Willowick Community Center	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$72.10
Willowick Community Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$72.10
Willowick Municipal Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	<input type="checkbox"/>	\$75.33

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

Item #2.

Subtotal	\$2,793.78
Total Sales Tax Amount	\$0.00
Grand Total	\$2,793.78

Standard Terms and Conditions

Item #2.

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

By: {{*Sig_es_:_signer2:signature}} Date: {{!Dtel_es_:_signer2:date}}

REPRESENTATIVE/GENERAL MANAGER

Print Name: {{*Name1_es_:_signer1:fullname}} Date: {{!Dtel_es_:_signer1:date}}

Customer Signature: {{*Sig_es_:_signer1:signature}} Date: {{!Dtel_es_:_signer1:date}}

AUTHORIZED AGENT/CUSTOMER

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ENTERPRISE SOFTWARE AGREEMENT

This Enterprise Software Agreement (“Agreement”) is entered into as of January 26, 2021 by and between Wentworth Inc dba. CityForce, an Ohio corporation, having its principal offices at 1315 Ridge Rd, Hinckley OH 44233 (“CityForce”) and The City of Willowick, OH, with offices located at 31230 Vine St Willowick, OH 44095 (“Licensee”).

CityForce has developed a software application, offered as a Service under this Agreement, and as defined below and described in more detail in Exhibits A, B, and C.

Licensee agrees that use of any CityForce or third-party features, services, or content as may be supplied by CityForce, either in or accessible through the Service shall be subject to any applicable CityForce terms and conditions.

Licensee agrees to use the Service solely for the Purpose in accordance with the following terms and conditions:

1.0 Definitions

1.1 Agreement means these terms and conditions, the attached Exhibits.

1.2 Confidential Information means any information of a Party (excluding Licensee Content and Registration Data) that is designated as confidential or proprietary at the time of disclosure, or would be reasonably considered as confidential due to its nature or circumstance of disclosure.

1.3 CityForce Content means any messages or other communications or other information, data, text (including but not limited to names of files, databases, directories and groups/workgroups of the same), software, music, sound, photographs, graphics and video transmitted, entered, or stored by CityForce, into and as part of the Service.

1.4 Licensee Content means all Licensee and User information or data that is input or uploaded by or on behalf of Licensee and/or Users into the Service, and shall include any messages or files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Service, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips email or other messages, metatags, domain names, software and text or other communications or other information, data, text (including but not limited to names of files, databases, directories and groups/workgroups of the same), software, sound, photographs, graphics and video transmitted, entered, or stored by any User or any other Licensee employee, contractor, assigns or representative using the Service.

1.5 Registration Data means the information provided by an authorized Licensee representative on any associated online Service registration form(s).

1.6 Seat means the license for a User’s access to the Service on a monthly basis in accordance with the terms of this Agreement and subject to Licensee’s payment of the applicable Fees.

1.7 Service means the CityForce product or application, including any modifications or updates thereto if and as made generally available by CityForce, and as described in more detail in Exhibit A.

1.8 “SLA” has the meaning set forth in Section 2.5 below.

1.9 “SLA Default” has the meaning set forth in the SLA.

1.10 “Technical Support” has the meaning set forth in Section 2.3.2 below.

1.11 User means those individual employees or contractors of Licensee whom Licensee shall allow to use the Service in accordance with this Agreement.

2. License Grant; CityForce Obligations; Restrictions

2.1 License Grant by CityForce.

(a) Subject to the terms of the Agreement and Licensee’s payment of the applicable Fees (including the required Fees per User), CityForce grants Licensee a limited, non-exclusive, non-transferable, revocable license during the Term to access and use (and to permit its Users to access and use, subject to the number of Seats for which Licensee has paid the required Fees) the Service for Licensee’s own business purposes, but not otherwise, and solely for use within the United States, subject to the terms and conditions of this Agreement and in accordance with the pricing and payment terms set forth below. In addition, except as otherwise expressly agreed to in writing by CityForce, the foregoing license is limited solely to use by the number of Seats for which Licensee has paid the applicable Fees stated below.

(b) Licensee hereby assumes full responsibility for all use by the Users and shall be solely responsible for ensuring that the Users comply with the terms of this Agreement, including but not limited to the confidentiality and scope of use obligations and the license grant restrictions set forth below.

(c) All rights not expressly granted to Licensee herein are reserved by CityForce and its licensors. Licensee agrees that the Services, including related materials or documentation, and any other information identified by CityForce as confidential or proprietary are "CityForce Confidential Information."

2.2 License Grant by Licensee. Licensee grants to CityForce, and CityForce accepts from Licensee, a limited, non-transferable, non-exclusive, worldwide and royalty free license, for the term of this Agreement, to access, store, copy, display, use and transmit on and via the Internet and the Service the Licensee Content.

2.3 CityForce Obligations.

2.3.1 Hosted Service. CityForce will make available to Licensee, or shall engage a third party to make available to Licensee on CityForce’s behalf, hosted access to the Service. The Service shall be installed and hosted at CityForce’s data centers(s) and/or at such third party data center(s), as CityForce may elect from time to time, and the Service shall be made available through the Internet for use by Licensee in accordance with the terms of this Agreement. CityForce shall be responsible, at its expense, for procuring and maintaining such data center, or such third party hosting services during the Term. In addition, during the Term, CityForce shall provide Licensee with training on the Service for a period not to exceed eight (8) person hours or such other duration as mutually agreed by the parties.

2.3.2 Technical Support. During the Term, any reasonable technical support that may be provided by CityForce shall be as described in the SLA (“Technical Support”) and subject to Licensee’s payment of the applicable Fees.

2.3.3 Communications Choices. CityForce may be required by law to send Licensee communications about the Service or third party products. Licensee agrees that CityForce may send such communications to Licensee via email.

2.4 Restrictions. Licensee agrees (on behalf of itself and its Users) not to disclose to, sell to, make any copies of, resell, rent or sublicense (including offering the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Service, use of the Service, or access to the Service, or allow any third party to access or use the Service in whole or in part, except as expressly allowed under the terms of this Agreement. This Agreement does not authorize Licensee to make any modifications to or adaptations of any part or whole of the Service and any such modification or adaptation is expressly prohibited. Licensee agrees not to decompile, disassemble, or otherwise reverse engineer the Service. Such restrictions do not apply to Licensee Content placed on the Service, if any. Licensee agrees not to access the Service by any means other than through the interface that is provided by CityForce for use in accessing the Service, and further agrees not to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts agents, or programs, on the Service. Licensee may not access or use the Service for purposes of monitoring Service availability, Service performance or functionality, or for any benchmarking, or competitive purpose.

2.5 Service Level Agreement. All matters concerning availability of the Service, data backup, Technical Support and related concepts are addressed in the Service Level Agreement (“SLA”) set forth under Exhibit B. The SLA shall govern the Service. To the extent, if any, that CityForce commits a SLA Default (as defined in the SLA), then Licensee shall be entitled to exercise its termination right pursuant to Section 12.2.2(b) below.

3. Licensee Obligations.

3.1 Compliance with Law. Licensee is responsible for all activities conducted within User accounts in use of the Service. Licensee shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the Service, including all those related to data privacy and the transmission of technical or personal data. Licensee shall ensure that all Licensee Content does not violate any laws or regulations or infringe any intellectual property, privacy, publicity or other proprietary right of any person.

3.2 Registration. Licensee agrees to (i) provide true, accurate, current and complete Registration Data, as applicable, and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If Licensee provides any information that is untrue, inaccurate, not current or incomplete, or CityForce has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CityForce may suspend or terminate Licensee’s account and refuse any and all current or future use of the Service (or any portion thereof).

3.3 Password(s). Licensee agrees it and its Users shall securely manage its password(s) for access to the Service. Licensee agrees it shall notify CityForce immediately in the event of any unauthorized access or use of the Service, or of any password or account, or any other known or suspected breach of security in connection with the Service.

3.4 Copies; Distribution. Licensee agrees it shall (i) notify CityForce immediately in the event of any known or suspected attempt to copy or distribute the Service, and (ii) use reasonable efforts to stop such attempted copying or distribution.

3.5 False Information. Licensee agrees (i) it shall not, and shall cause its employees and contractors to not, impersonate any other User of the Service or provide false identity information in order to gain access to or to use the Service; and (ii) in the event that Licensee becomes aware of or suspects such impersonation or use of false information to gain access to or use the Service, Licensee (a) shall immediately notify CityForce of such actions and (b) shall use reasonable efforts to stop such improper access to or use of the Service.

3.6 Updates. CityForce may update the Service periodically with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Service. Licensee agrees to receive such updates automatically as part of the Service.

4. Confidentiality

4.1 All CityForce Confidential Information, the Service, and any materials furnished to Licensee by CityForce and any information or materials which are designated in writing to be the property of CityForce shall remain the sole property of CityForce. Any information related to CityForce, or its business activities (including, but not limited to, all pricing, rates, fee schedules and CityForce Content, if any), that is made available to, received, observed or otherwise obtained by Licensee in connection with this Agreement shall be treated by Licensee as CityForce Confidential Information and shall not be used, disclosed or further disseminated by Licensee. Licensee agrees that any unauthorized disclosure of the CityForce Confidential Information would cause irreparable harm to CityForce, and that in the event of any breach or threatened breach of the confidentiality obligations, CityForce shall be entitled to seek equitable relief in addition to any other remedy.

4.2 To the extent that Licensee provides any information to CityForce, arising from Licensee's use of the Service, Licensee warrants that (i) Licensee is providing only Licensee's own information or the information of others which Licensee is authorized to provide on their behalf to third parties; and (ii) the use of such information by CityForce will not infringe or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.

4.3 Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (i) were generally known to the public on the execution date of this Agreement; (ii) become generally known to the public after the execution date, other than as a result of the act or omission of the receiving party; (iii) were rightfully known to the receiving party prior to its receipt thereof from the disclosing party; (iv) the receiving party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (v) are independently developed by the receiving party.

4.4 Either Party may disclose or report Confidential Information in limited circumstances where such Party believes, in good faith, that disclosure is required under the law. For example, CityForce may be required to disclose Confidential Information to cooperate with regulators or law enforcement authorities, to comply with a legal process such as a court order, subpoena, search warrant, or a law enforcement request.

4.5 Screening, Removal & Risk of Licensee Content.

4.5.1 CityForce does not pre-screen Licensee Content, but CityForce and its designees, contractors or subsidiaries shall have the right (but not the obligation) in their sole discretion to refuse or to remove any Licensee Content that is available via the Service. Without limiting the foregoing, and without notice, CityForce and its designees shall have the right to remove any Content that is deemed objectionable by CityForce in its sole discretion. Unless the Licensee Content is illegal material or represents, in CityForce's reasonable discretion, inappropriate or objectionable content, CityForce will make commercially reasonable efforts to notify Licensee prior to such removal. Any Licensee Content removed under this Section 4 will be stored by CityForce for a reasonable period of time and CityForce will provide Licensee with prompt notice of such removal and the reasons therefore.

4.5.2 Licensee shall evaluate and bear all risks associated with the use of any Licensee Content including any reliance on the accuracy, completeness, or usefulness of such Licensee Content.

5. **Intellectual Property Ownership.**

5.1 The Service. CityForce owns all right, title and interest, including all intellectual property rights, in and to the Service and its technology. Licensee acknowledges and agrees that Licensee may be providing and submitting feedback, suggestions and ideas ("Feedback") relating to the features and functionality of the Service to CityForce which CityForce may use in future modifications and/or subsequent versions of the Service, if any, multimedia works and/or advertising and promotional materials relating thereto. Licensee hereby assigns to CityForce a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use, modify, create derivative works from, distribute, display and otherwise exploit any information it provides to CityForce in the Feedback. Notwithstanding the foregoing sentence, the parties agree that nothing in this Agreement is intended to assign or transfer to a party, nor will have the effect of assigning or transferring to a party, any Licensee Confidential Information, any right to any existing copyright, patent, trade secret, moral right, or any other existing intellectual property right of the other party.

5.2 CityForce Name and Logo. CityForce's name and logo and all CityForce product and services names, including the name of the Service and any product or service associated with it, are trademarks of CityForce or its licensors, and no right or license to use such materials is granted in this Agreement.

5.3 CityForce Content. Licensee acknowledges and agrees that any and all CityForce Content, including copyrights, trademarks, database rights and other intellectual property contained in such CityForce Content are owned by CityForce. Any access to CityForce Content which Licensee may have is only incidental to Licensee's access to the Service in a manner that is in accordance with the license set forth in Section 2 above, and is therefore subject to the terms of the Agreement. Licensee does not obtain any right, title or interest in any CityForce Content.

5.4 Limited Use of Licensee Marks. Licensee grants CityForce the right to use Licensee's name and logo in connection with marketing collateral produced for publicity about the Service. CityForce agrees to provide to Licensee such marketing collateral for Licensee's review and approval prior to release by CityForce.

5.5 Reservation of Rights. Except for the license expressly granted in this Agreement, CityForce grants no other rights, licenses or privileges to Licensee. No implied licenses are granted by CityForce with respect to any intellectual property owned or controlled by CityForce.

6. Fees and Payment.

6.1 Fees. Licensee shall pay all fees in accordance with the pricing and invoicing terms as stated in Exhibit A (collectively, the “Fees”), attached hereto and incorporated herein by reference. All payment obligations are non-cancelable and all Fees and other amounts paid are nonrefundable, in whole or in part, regardless of any SLA Default or whether the Service is suspended, cancelled, or transferred prior to the end of any current Term of the Agreement. Licensee is responsible for payment of all Fees regardless of whether its Users actually access or use the Service. The number of Seats may be increased or decreased following execution of this Agreement by the true-up mechanism described in Exhibit A and/or otherwise by written amendment and, in all cases, by payment of the applicable Fees. Any such additional Seats shall be coterminous with the then-current license Term, and payment for such additional Seats is required to be made in full and in advance before any such additional Users are permitted access to or use of the Service. After the Initial Term, CityForce reserves the right to modify its pricing and Fees annually, in its sole discretion upon notice to Licensee.

Licensee may advise users but may not encourage, persuade, or compel users to avoid paying fees associated with the CONNECT module by alternative means of payment, including but not limited to in-person payment or other online payment systems. Licensee must use commercially reasonable efforts to maintain its users current email accounts in IMPACT for use by CityForce in its efforts to increase utilization of the CONNECT module. These efforts may include, but are not limited to, email notifications of available CONNECT services

6.2 Expenses and Costs. In addition to any Fees owed pursuant to this Agreement, Licensee shall reimburse CityForce for travel related expenses, if any.

6.3 Taxes. All fees and costs payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. Licensee will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes), if any, associated with this Agreement or Licensee’s receipt or use of the Service, except for taxes based on CityForce’s net income. In the event that CityForce is required to collect or pay any tax for which Licensee is responsible, Licensee will pay such tax directly to CityForce. If Licensee pays any withholding taxes that are required to be paid under applicable law, Licensee will furnish CityForce with written documentation of all such tax payments, including receipts.

6.4 Payment. CityForce shall bill all Fees in advance, 30 days prior to renewal, once per annum. Licensee shall pay CityForce all expenses within thirty (30) days of the date of CityForce’s invoice. If Licensee fails to timely pay any amount due under this Agreement, whether by acceleration or otherwise, Licensee, upon demand, shall pay, in addition, interest at the rate of two percent (2%) per month, but not to exceed the maximum allowed by law, on such delinquent amount from the due date thereof until the date of payment. All payments must be sent to: CityForce, PO Box 283, Hinckley, OH 44233, or such other location designated by CityForce. Without limiting the foregoing, if Licensee fails to pay any amount when due, CityForce reserves the right, with written notice of 15 days, to suspend all or part of Licensee’s (and its Users’) access to the Service and Licensee Content and any related technical support and training, terminate the

Service and any related technical support and training, and/or terminate this Agreement. Licensee may withhold, set-off or delay payment due to CityForce's failure to meet SLA's, as described in Exhibit B.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Each party to this Agreement represents and warrants that: (i) it has the legal authority to enter into and perform in connection with this Agreement; and (ii) it shall comply with all laws and regulations applicable to the performance of its obligations hereunder and shall obtain all applicable permits and licenses required of it in connection with its obligations hereunder.

7.2 CityForce represents and warrants that: it owns the Services or otherwise has the rights to grant the licenses granted to Licensee hereunder; and will exercise reasonable efforts to avoid the introduction of code that is known to disrupt, damage or interfere with any Licensee use or Licensee's computer and communications facilities or equipment ("Harmful Code"). "Harmful Code" shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates.

7.3 Licensee represents and warrants that: (i) it and its Users will not violate the license terms or restrictions for the Service, (ii) it will not resell use of or access to the Service, (iii) it owns or controls the Licensee Content and has the right to exercise and grant any rights with respect thereto, (iv) all information provided in connection with Licensee's registration is accurate and reliable, (v) it will be responsible for its own backup and storage of Licensee Content that is maintained outside of the Service, and (vi) it and its Users will not introduce any Licensee Content or other material that violates any law, right of any person or the terms of the Agreement.

7.4 LICENSEE'S ACCESS TO AND USE OF THE SERVICE IS AT LICENSEE'S AND ITS USERS' SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CITYFORCE AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET LICENSEE'S REQUIREMENTS OR RESULT IN REVENUES OR PROFITS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE TIMELY, ACCURATE OR RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY LICENSEE THROUGH THE SERVICE WILL MEET LICENSEE'S EXPECTATIONS. WHILE CITYFORCE WILL USE COMMERCIALY REASONABLE EFFORTS TO PREVENT UNAUTHORIZED ACCESS TO DATA ENTERED INTO "RESTRICTED FIELDS" (DEFINED FOR PURPOSES OF THIS AGREEMENT AS FIELDS ACCESSIBLE ONLY VIA LICENSEE-ENABLED AND CONTROLLED PERMISSIONS) WITHIN THE SERVICE, CITYFORCE AND ITS SUPPLIERS MAKE NO WARRANTY THAT SUCH RESTRICTED FIELDS WILL BE SECURE AGAINST SUCH UNAUTHORIZED ACCESS OR OTHER SECURITY BREACHES. CITYFORCE AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. CITYFORCE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT LICENSEE'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT LICENSEE'S OWN DISCRETION AND RISK AND LICENSEE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO LICENSEE'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM CITYFORCE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

THE SERVICE MAY BE SUBJECT TO DELAYS, FAILURES, LIMITATIONS, AND OTHER PROBLEMS CONNECTED WITH USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CITYFORCE IS NOT RESPONSIBLE FOR, AND SHALL NOT BE LIABLE FOR, ANY SUCH DELAYS, FAILURES OR DAMAGE RESULTING THEREFROM.

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9. Limitation of Liability. CITYFORCE AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CITYFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF LICENSEE TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

CITYFORCE WILL NOT BE LIABLE FOR ANY (a) INTERRUPTION OF BUSINESS, (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) LICENSEE ACCESSES THROUGH THIS SERVICE; (c) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) UNAUTHORIZED ACCESS TO DATA ENTERED IN, OR BREACH OF ANY SECURITY MECHANISMS UTILIZED IN THE SERVICE OR IN ANY RESTRICTED FIELD THEREIN; OR (e) EVENTS BEYOND CITYFORCE'S REASONABLE CONTROL.

IN NO EVENT SHALL CITYFORCE'S MAXIMUM AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY LICENSEE TO CITYFORCE FOR THE SERVICE, TO A MAXIMUM AMOUNT EQUAL TO THE FEES PAID TO CITYFORCE BY LICENSEE DURING THE SIX (6) MONTHS PRECEDING THE OCCURRENCE RESULTING IN SUCH LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.

THE PARTIES AGREE THAT THE FOREGOING PROVISIONS REPRESENT A FAIR AND EQUITABLE ALLOCATION OF RISK WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

10. Service Modifications. CityForce reserves the right at any time and from time to time to modify the Service (or any part thereof) with or without notice and without altering the material functionality of the Service. Such modifications would be made to correct errors, improve performance, etc. In the event CityForce reasonably believes that any such modification could adversely affect all then-current licensees of the Service then CityForce will inform Licensee of such planned modification in advance and make such modification in a manner to minimize any such adverse effect. Should CityForce choose to permanently discontinue the Service, CityForce (i) will exercise its right to terminate this Agreement for convenience pursuant to Section 12.2.3 below, and (ii) will post notification of such decision on the Service web site thirty (30) days prior to such discontinuance. CityForce will not be liable to Licensee or to any User or third party for any modification, suspension or discontinuance of the Service, or for any resulting loss or destruction of any Licensee Content that Licensee placed on the Service after the date of such notice. CityForce may specify in writing from time to time the version(s) of related products required in order to use the Service (e.g., supported browser versions etc.).

11. Intentionally Left Blank

12. Term, Termination & Post Termination.

12.1 Term. The “Initial Term” of this Agreement shall commence on the Effective Date and continue for a period of five (5) years, following which the Agreement shall automatically renew for additional one (1)-year periods (“Renewal Term”), unless earlier terminated by either party pursuant to this Section 12, or as otherwise set forth in any Exhibit or Schedule under this Agreement.

12.2 Termination by Either Party.

12.2.1 Termination for Cause. (a) Either party may terminate this Agreement upon thirty (30) days’ written notice if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching party. (b) In addition, Licensee may terminate this Agreement for cause upon thirty (30) days’ written notice to CityForce in the event of failure to cure an SLA Default (as defined in the SLA, Exhibit B) within ten (10) business days.

12.2.3 Termination for Convenience. Either party may terminate this Agreement for any or no reason, after the initial term, upon thirty (30) days written notice to the other party subject to Section 12.5 and Licensee’s fulfillment of its payment obligations through the end of the then-current Term.

12.3 Suspension. CityForce may, in its sole discretion, suspend or terminate Licensee’s account and/or deny access to, use of, or submission of Licensee Content for, all or part of the Service, without liability, obligation, notice or otherwise, if Licensee engages in any conduct that CityForce reasonably believes: (i) violates any provision of this Agreement or any law, (ii) violates the rights of CityForce or third parties, or (iii) is otherwise inappropriate for continued access and use of the Service. In addition, CityForce reserves the right to terminate any account if that account has been inactive for greater than three hundred and sixty-five (365) days. Lastly, CityForce reserves the right to suspend or terminate Licensee’s account and/or deny access to, use

of, or submission of Licensee Content for, all or part of the Service, without liability, obligation, notice or otherwise, pursuant to Section 6.4 above.

12.4 Responsibilities Upon Termination. Upon any termination of this Agreement, and without limiting any other provision hereof: (i) all of CityForce's obligations to host and otherwise provide access to the Licensed Software and the Service shall fully and finally cease and CityForce shall have no further obligations in that respect after the 30-day transition period that begins on the day notice is given, (ii) each party shall destroy the other party's Confidential Information, or return it at the other party's request and expense; (iii) Licensee shall pay to CityForce all unpaid Fees and expenses due CityForce; (iv) any and all licenses granted under this Agreement shall immediately and automatically terminate; (v) Licensee shall (and shall require its Users to) cease use of and access to the Service after the 30-day transition period; (vi) except in the event of insolvency of Licensee, Licensee shall, at CityForce's election, either promptly return to CityForce or destroy all Confidential Information, copies of any software, or third party software, if any, and all other materials, whether tangible or intangible, furnished by CityForce pursuant to this Agreement, (viii) Licensee will pay all such amounts due CityForce in full, (ix) during the 30-day transition period CityForce will furnish Licensee with a Microsoft Excel spreadsheet (or other applicable Microsoft Office product) containing that portion of Licensee Content that existed in the Service at the time notice was given, and (x) subject to item (ix) above CityForce shall not be liable to Licensee, its Users or any third party for any suspension or termination of access to the Service. Notwithstanding the foregoing, if CityForce terminates this Agreement for convenience pursuant to Section 12.2.3, Licensee shall only be responsible for the payment of any and all Fees and expenses due through the effective date of such termination.

12.5 Survival. The provisions of Sections 1 ("Definitions"), 2.4 ("Restrictions"), 4 ("Confidentiality; Licensee Content; Disposition of Licensee Content upon Termination"), 5 ("Intellectual Property Ownership"), 6 ("Fees, Invoicing and Payment"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Indemnification"), 9 ("Limitation of Liability"), 10 ("Service Modifications"), 12.4 ("Responsibilities Upon Termination"), this Section 12.5 ("Survival"), 14 ("General Provisions"), and any exhibit, addenda or attachment that, by its nature, survives termination, shall survive any termination or expiration of this Agreement.

13. Intentionally Left Blank.

14. General Provisions.

14.1 Choice of Law. This Agreement shall be governed in all respects by the internal laws of the State of Ohio excluding its conflicts or choice of law provisions and Licensee agrees to submit to personal jurisdiction in the State of Ohio, County of Medina.

14.2 Notices. Notices between the parties shall be by personal delivery, overnight delivery, facsimile transmission, or certified or registered mail, return receipt requested, and shall be deemed given upon receipt at the address of the recipient party or ten (10) days after deposit in the mail. Addresses used shall be the ones set forth herein or such other address as a party hereto shall notify the other in writing. If the notice is to CityForce, it shall be sent to the attention of the CityForce Legal Department, Attention General Counsel.

14.3 Severability. In the event of any invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a mutually-agreeable valid provision which most closely approximates the intent of the invalid provision.

14.4 Headings. The headings in this Agreement are for the convenience of reference only and have no legal effect.

14.5 No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party (including Users). Only the parties to this Agreement may enforce it.

14.6 Assignment. Licensee may assign, sublicense, delegate or transfer all or any portion of its rights or responsibilities under this Agreement by operation of law or otherwise to any subsidiaries or affiliates thereof, or to any other party in connection with a sale of this business. Any assignment of this Agreement by Licensee in connection with a sale of its business shall relieve Licensee from any further liability hereunder. CityForce may assign, sublicense, delegate or transfer all or any portion of its rights or responsibilities under this Agreement by operation of law or otherwise to any subsidiaries or affiliates thereof, or to any other party in connection with a sale of this business. Any assignment of this Agreement by CityForce in connection with a sale of this business shall relieve CityForce from any further liability hereunder. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

14.7 Relationship. Each party hereto is an independent contractor, and neither party is, nor will claim to be, a legal representative, partner, franchisee, agent or employee of the other. This Agreement sets forth CityForce's entire liability and Licensee's exclusive remedies relating to this Agreement and the Service provided to Licensee under this Agreement. Licensee's use of any third party's services or content accessed through the Service shall be governed by any agreement entered into between Licensee and such third party, and CityForce shall have no liability relating thereto.

14.8 Force Majeure. Neither party shall be liable to the other for a failure or delay in its performance of any of its obligations under this Agreement (except for the payment of amounts due hereunder) to the extent that such failure or delay is caused by circumstances beyond its reasonable control or by events such as fire, riot, flood, labor disputes, natural disaster, regulatory action, internet or telecommunications failures, terrorist acts, or other causes beyond such party's reasonable control, provided that the non-performing party gives notice of such condition and continues or resumes its performance of such affected obligation to the maximum extent and as soon as reasonably possible, and provided further, that either party may terminate this Agreement upon delivery of written notice to the other party if such condition continues for a period in excess of sixty (60) days.

14.9 Export Restrictions. Licensee acknowledges and agrees that the Services are based on licensed software that is subject to restrictions and controls imposed by the Export Administration Act of 1979, as amended, and the Export Administration Regulations there under ("the Acts"). Licensee agrees and certifies that neither the licensed software nor any direct product thereof, including the Services, is being or will be used for any purpose prohibited by the Acts. Licensee further agrees and certifies that neither the licensed software nor any direct product thereof, including the Services, will be exported to (i) the following countries which are currently subject to U.S. trade embargoes: Cuba, Iran, Libya, North Korea, Sudan and Syria or (ii) persons or entities on the U.S. "Denied Persons List", "Specially Designated Nationals List" and "Entities List". In addition, Licensee certifies that Licensee is not a citizen or permanent resident of any of the above listed countries and that Licensee is not on the U.S., "Denied Persons List", "Specially Designated Nationals List" or the "Entities List".

14.10 Counterparts and Fax Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one agreement. A signature transmitted via facsimile or scanned original shall be deemed an enforceable signature for the purpose of demonstrating the signing party's assent to the Agreement. Each party represents that the person signing this Agreement on its behalf has the requisite legal authority to bind the party on whose behalf he/she is signing.

14.11 Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire understanding and agreement between the parties with respect to the subject matter addressed herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. The relationship between the parties will be governed by this Agreement.

14.12 Authority. The individual executing this Agreement on behalf of each Party represents and warrants that s/he is authorized to execute this Agreement on behalf of such respective Party and bind the party on whose behalf s/he is signing.

14.13 Waiver. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default.

AGREED TO AND ACCEPTED BY:

AGREED TO AND ACCEPTED BY:

CITYFORCE

_____ **(LICENSEE)**

SIGNATURE

SIGNATURE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Fees

This Exhibit is incorporated into and made a part of the Agreement to which it is attached. Capitalized terms used and not defined herein shall have the meanings given such terms in the Agreement.

1. **One-time Set-up Fee:** Waived
2. **License Grants:**
 - a. **IMPACT City Seats:** 1
 - b. **IMPACT User Seats:** 5
 - c. **IMPACT Read Only Seats:** 0
 - d. **INSPECT User Seats:** 2
 - e. **CONNECT User Seats:** Unlimited
3. **License Fees:**
 - a. **IMPACT City Fees:** \$588 per year
 - b. **IMPACT User Fees:** \$4,272
 - c. **IMPACT Read Only Fees:** \$0
 - d. **INSPECT User Fees:** \$420
 - e. **IMPACT Data Fees:** \$120
 - i. Actual usage rounded up to the next GB
 - f. **CONNECT City Fees:** \$0
4. **Custom Work Fees:**
 - a. **Hourly Fees:** \$135.00 per hour
5. **Other Fees:**
 - a. **CONNECT Fees** will be collected directly from users at the time of their operation or transaction.
6. **Invoicing Schedule.** Fees are invoiced annually in advance during the Term.
7. **Changing User Seats.** Number of user seats can be increased at any time upon notice to CityForce. The next annual calculation will be adjusted to include additional seats. Number of user seats can be decreased at any time upon notice to CityForce.
8. **Connect Disbursements.** Connect Portal Disbursements will be distributed via ACH Transfer semi-monthly (2 x per month on the first business day following the 1st of the month and the first business day following the 15th of the month) with a corresponding email attachment detailing each transaction. Any chargebacks will be deducted from the subsequent disbursement.

9. Connect Processing Fees. Connect Portal Payments will have processing and convenience fees added and charged to the customer at the time of payment. Fees consist of pass-through credit card processing rates (currently \$0.15 plus 2.8% of total, subject to change) and a tiered convenience fee as shown on the following schedule.

Charge Amount	Convenience Fee
\$0.00 - \$99.99	\$2.00
\$100.00 - \$149.99	\$3.00
\$150.00 - \$199.99	\$4.00
\$200.00 - \$299.99	\$5.00
\$300.00 - \$499.99	\$7.50
\$500.00 - \$749.99	\$10.00
\$750.00 - \$999.99	\$15.00
\$1000.00 - \$1499.99	\$20.00
\$1500.00 - \$2999.99	\$25.00
\$3000.00 - \$4999.99	\$30.00
\$5000.00 - \$9999.99	\$40.00
\$10000.00 - \$999999.99	\$50.00

Exhibit B

Service Level Agreement (SLA)

This Exhibit is incorporated into and made a part of the Agreement to which it is attached. Capitalized terms used and not defined herein shall have the meanings given such terms in the Agreement.

1. DEFINITIONS

THE FOLLOWING DEFINITIONS APPLY TO THIS SLA:

- 1.1 Emergency Maintenance means maintenance required as a result of conditions beyond CityForce's reasonable control. Emergency maintenance may occur at any time, as CityForce deems necessary.
- 1.2 Outage means the period (measured in minutes) during which Availability is lower than the applicable service level as defined in Section 2 below, (excluding any Permitted Outage as defined herein). In the event of an Outage, the CityForce Customer Service team shall provide notice to Licensee in a timely manner and shall use commercially reasonable efforts to remedy such Outage.
- 1.3 Permitted Outage means any Outage which is caused by one or more of the following:
 - (a) Activities which Licensee directs, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including third party carriers or other vendors), or a force majeure event, as described in the Agreement;
 - (b) Periods of Scheduled Maintenance or Emergency Maintenance activities which result in an Outage;
 - (c) Licensee-provided content or programming errors including, but not limited to, content installation and integration;
 - (d) System administration, commands, file transfers performed by Licensee's representatives;
 - (e) Work performed at Licensee's request (for example, additional technical assistance);
 - (f) Lack of availability or untimely response time from Licensee to respond to incidents that require its participation for source identification and/or resolution, including meeting "Company name" responsibilities for any prerequisite services;
 - (g) Licensee's breach of its material obligations under the Agreement;
 - (h) Licensee's performance of any, technical security integrity review, penetration test, or vulnerability scan;
 - (i) An event to which CityForce reasonably believes to the best of its knowledge and experience that there is no alternative but to cause an Outage in order to resolve an issue, if time is of the essence and the appropriate Licensee individuals are not contactable, CityForce may cause the Outage. Any such Outage shall be for as short a time as possible and shall be kept as localized as possible. CityForce shall inform Licensee as soon as is reasonably practicable of such Outage; and/or
 - (j) a force majeure event.
- 1.4 "Scheduled Maintenance" means the period of time during which CityForce performs scheduled maintenance, making reasonably commercial efforts to schedule related outages for essential maintenance and updating which will occur on weekends and/or off-hours and shall not be planned to occur more than twelve (12) times during a calendar year. CityForce will make reasonable efforts to provide at least one (1) day's advance notice for standard

maintenance, and thirty (30) minutes advance notice for Emergency Maintenance. CityForce reserves the right to extend or change the time periods of the Scheduled Maintenance.

2. SERVICE LEVEL AVAILABILITY

CityForce will use reasonable commercial efforts to ensure that the Service will meet or exceed the “Availability”, defined as meaning that the network will be available ninety-nine percent (99.0%) percent of the time, seven (7) days a week, twenty-four (24) hours per day, as calculated at the end of a rolling three (3)-month period. Availability shall exclude, and CityForce shall not be responsible for, any Outage which occurs as a result of a Permitted Outage. Failure to meet SLA’s will result in a 15% discount on the next quarter’s bill.

3. DATA BACKUP

CityForce will use reasonable commercial efforts to ensure that the Service will back up database information to an offsite location every twenty-four (24) hours. Data will be stored on back-up servers for a maximum of thirty (30) days.

4. REPORTS

If, at the end of each calendar quarter, the average Availability percentage for that preceding quarter is less than 99.0%, CityForce shall measure and report its performance of up-time, with and without Scheduled Maintenance, for such calendar quarter.

5. NOTICES

Notifications required of CityForce hereunder will be made available to Licensee via a website designated and provided by Licensee.

6. SLA DEFAULT

A “SLA Default” means three (3) Outages (excluding Permitted Outages) caused by separate, unrelated events during a consecutive two (2) month periods, or failure to meet the quarterly up-time requirements.

7. TECHNICAL SUPPORT

Send technical support requests to support@cityforceinc.com

Monday through Friday: 8am - 5pm Eastern time

(Excluding weekends and Federal Holidays)

Requests will be responded to by the end of the next business day.

Exhibit C

Service Description

This Exhibit is incorporated into and made a part of the Agreement to which it is attached. Capitalized terms used and not defined herein shall have the meanings given such terms in the Agreement.

The description of software functionality is as follows:

1. On-boarding

- a. Onboarding package includes standard data migration from CitySphere system to CityForce.
- b. Adjustments to standard packages to be noted here:
 - i. No adjustments

2. IMPACT Module

- a. A web-based application designed to maintain and manage: Parcels, Contractors, Permits, Permit Inspections, Complaints, Program Inspections, Owner, and Tenant information, contained within a relational database
 - i. Program Inspections include rental inspections, point of sale (or vacant property) inspections, business maintenance (or business occupancy) inspections, complaint inspections, and door-to-door inspections
- b. Workflows or statuses are designed into the system to allow for work processes to take place
- c. Access to the database is provided through web interfaces
- d. Report functionality is provided to allow for data extraction
- e. User management and maintenance interfaces are provided to allow for a user-self-service environment
 - i. CityForce can manage this for the Licensee for the Custom Work Fee, described in Exhibit A

3. INSPECT Module

- a. An application developed for mobile devices (i.e. tablets and mobile phones based on the Apple and Android operating systems) and optimized for tablets
- b. Allows for inspection information capture in the field, including pictures, whether connected to the internet or not
 - i. Synchronizes to IMPACT system when connected to a cell-data or wifi network
 - ii. Maximum number of inspections and pictures without synchronizing is dependent upon the device being used, not the INSPECT application

4. CONNECT Module

- a. A web-based application, designed for customers of the building/zoning departments to interact with the department online
- b. Allows for Contractor Registration, Complaint Filing, Permit Application, status updates for Permits and Complaints, Payment Facilitation, and Document Sharing

5. Custom Services

- a.** CityForce will add custom requirements/capabilities to any of the modules for Licensee for the Custom Work Fee, described in Exhibit A
- b.** These customizations will be scoped on an individual basis and done as a separate Scope of Work
 - i.** CityForce retains right and title to any modifications or improvements made to the system. These modifications may be made available to other customers, as per Section 5 of the Agreement.
- c.** If multiple cities have similar requests for changes or improvements to any of the modules, CityForce, in its sole discretion, may decide to develop these and release the functionality as part of its ongoing development work associated with the modules listed above
- d.** CityForce may release other modules not listed herein, containing functionality not described above. These modules may be made available for purchase, at a price decided upon by CityForce, in its sole discretion.

ORDINANCE NO. 2021 - 9

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, 2021, 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, 2021, 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:

GENERAL FUND**Security of Persons & Property****Safety Communications Dept.****Personal Services**

Wages - Clerk Dispatchers	101.100.5136	418,500.00
Wages - Overtime	101.100.5199	3,500.00
Total Salaries & Wages		422,000.00

Other

Hospitalization	101.100.5210	150,700.00
P. E. R. S.	101.100.5220	59,100.00
Medicare	101.100.5260	6,100.00
Uniform Allowance	101.100.5270	-
Schools & Training	101.100.5513	1,800.00
Total Other Expense		217,700.00
Total Safety Communications Department		639,700.00

Police Law Enforcement**Personal Services**

Wages - Police Officers	101.101.5135	1,908,600.00
Wages - School Guards	101.101.5137	18,500.00
Retirement Benefit Payout	101.101.5195	-
Wages - Overtime	101.101.5199	100,000.00
Total Wages and Salaries		2,027,100.00

Other

Hospitalization	101.101.5210	460,300.00
P. E. R. S.	101.101.5220	2,600.00
Police State Pension (Transfer)	101.101.5230	275,000.00
Medicare	101.101.5260	30,550.00
Uniform Allowance	101.101.5270	800.00
Telephone	101.101.5324	13,100.00
Insurance	101.101.5330	25,000.00
Gas & Oil	101.101.5420	30,000.00
Small Equip & Supplies	101.101.5430	17,100.00
Schools & Training	101.101.5513	10,500.00
Office Supplies	101.101.5521	8,700.00
Prisoner Care	101.101.5532	8,000.00
DARE Expenses	101.101.5534	-

Public Relations & Education	101.101.5535	1,400.00
Emergency 9-1-1	101.101.5560	4,600.00
Radio	101.101.5561	17,800.00
Maintenance & Repair	101.101.5564	34,900.00
Miscellaneous Expenses	101.101.5568	2,300.00
Capital Improvement	101.101.5600	-
Total Other Expense		942,650.00
Total Police Department		2,969,750.00

Fire Prevention & Inspection**Personal Services**

Wages - Director/Chief	101.102.5120	53,156.00
Wages - Firefighters & Officers	101.102.5138	803,302.50
Wages - Secretary	101.102.5191	25,660.00
Retirement Benefit Payout	101.102.5195	-
Wages - Overtime	101.102.5199	550.00
Total Wages & Salaries		882,668.50

Other

Hospitalization	101.102.5210	66,300.00
P. E. R. S.	101.102.5220	16,300.00
Police & Fire Pension	101.102.5230	12,920.00
Medicare	101.102.5260	12,920.00
Social Security	101.102.5265	43,100.00
Clothing - Original Issue	101.102.5271	19,250.00
Replacement Safety Clothing	101.102.5272	4,000.00
Telephone	101.102.5324	4,623.00
Insurance	101.102.5330	12,500.00
EMS Collection Fees	101.102.5385	15,000.00
Gas & Oil	101.102.5420	7,150.00
Small Equip & Supplies	101.102.5430	20,000.00
Vehicle Lease Payments	101.102.5434	3,050.00
Schools & Training	101.102.5513	8,250.00
Office Supplies	101.102.5521	4,500.00
Honor Guard	101.102.5533	-
Public Relations & Education	101.102.5535	2,000.00
Radio	101.102.5561	3,600.00
Maintenance & Repair	101.102.5564	23,100.00
Capital Imp. Fire	101.102.5611	-
Transfer for Fund 208	101.102.5901	-
Total Other Expense		278,563.00
Total Fire Department		1,161,231.50

Public Health & Welfare**Other**

Health District Charges	101.201.5392	140,000.00
Total Other Expense		140,000.00
Total Public Health & Welfare		140,000.00

Leisure Time Activities**Parks & Playgrounds****Personal Services**

Wages - Parks - Regular	101.301.5140	154,300.00
Wages - Summer Employees	101.301.5143	8,950.00
Retirement Benefit Payout	101.301.5195	-
Wages - Overtime	101.301.5199	11,000.00
Total Wages & Salaries		174,250.00

Other

Hospitalization	101.301.5210	65,900.00
Cobra Hospitalization	101.301.5211	-
P. E. R. S.	101.301.5220	24,500.00
Medicare	101.301.5260	2,600.00
Electricity & Heating	101.301.5320	56,000.00
Water	101.301.5322	7,000.00
Gas & Oil	101.301.5420	4,500.00
Small Equip & Supplies	101.301.5430	1,500.00
Vehicle Lease Payments	101.301.5434	10,650.00
Cleaning Supplies	101.301.5460	8,500.00
Park Repairs	101.301.5563	34,250.00
Maintenance & Repair	101.301.5564	1,000.00
Capital Improvements	101.301.5600	17,500.00
Total Other Expense		233,900.00
Total Parks Department		408,150.00

Swimming Pools**Personal Services**

Wages - Leisure & Regular	101.302.5150	98,000.00
Total Wages & Salaries		98,000.00
P.E.R.S.	101.302.5220	13,720.00
Medicare	101.302.5260	1,450.00
Water	101.302.5322	3,500.00
Small Equip & Supplies	101.302.5430	2,000.00
Swimming Pool Supplies	101.302.5451	3,500.00
Swimming Pool Chemicals	101.302.5452	10,000.00
Training	101.302.5513	1,000.00
Swimming Pool Repairs	101.302.5566	5,000.00
Total Other Expense		40,170.00
Total Swimming Pools		138,170.00

Recreation Programs (including Camp)**Personal Services**

Wages - Director/Chief	101.303.5120	86,320.00
Wages - Leisure - Regular	101.303.5150	70,000.00
Wages - Playground Supervisor	101.303.5151	65,000.00
Wages - Ball Diamond	101.303.5153	9,000.00
Wages - Secretary	101.303.5191	48,155.00
Wages - Overtime	101.303.5199	800.00
Total Wages & Salaries		279,275.00

Other

Hospitalization	101.303.5210	18,850.00
P. E. R. S.	101.303.5220	39,100.00
Medicare	101.303.5260	4,050.00
Insurance	101.303.5330	20,500.00
Contract Umpires	101.303.5350	1,000.00
Contract Officials	101.303.5351	5,000.00
Contract Instructors	101.303.5354	1,000.00
Small Equipment & Supplies	101.303.5430	7,000.00
League Supplies	101.303.5433	2,000.00
Fee Fund Supplies	101.303.5454	3,500.00
Recreation Program Supplies	101.303.5456	28,000.00
Concessions	101.303.5457	1,000.00
Youth Basketball Expenses	101.303.5458	5,000.00
Youth Baseball Expenses	101.303.5459	5,000.00
Paver Bricks Engraving	101.303.5470	200.00
Rib Festival	101.303.5482	-
Training	101.303.5513	1,500.00
Office Supplies	101.303.5521	9,500.00
Maintenance & Repair	101.303.5564	13,500.00
Capital Improvement	101.303.5600	60,000.00
Grant March	101.303.5602	-
Capital Improvement - Grant	101.303.5613	-
Total Other Expense		225,700.00
Total Recreation		504,975.00

Housing & Building Inspection

Wages - Director/Chief	101.401.5120	75,925.00
Wages - Housing Inspectors	101.401.5125	75,920.00
Wages - Secretary	101.401.5191	48,155.00
Retirement Benefit Payout	101.401.5195	-
Wages - Overtime	101.401.5199	500.00
Total Wages & Salaries		200,500.00

Other

Hospitalization	101.401.5210	49,200.00
P. E. R. S.	101.401.5220	28,100.00
Medicare	101.401.5260	2,925.00
Professional Services	101.401.5319	-
Telephone	101.401.5324	850.00
Contract Services	101.401.5354	10,000.00
Gas & Oil	101.401.5420	2,500.00
Small Equip & Supplies	101.401.5430	1,000.00
Schools & Training	101.401.5513	1,000.00
Office Supplies	101.401.5521	8,000.00
Maintenance & Repair	101.401.5564	9,000.00
Misc Expenses	101.401.5568	-
Capital Improvements	101.401.5600	-
Total Other Expense		112,575.00
Total Building Department		313,075.00

Vacant Property Inspection**Personal Services**

Wages - Vacant Property Inspector	101.403.5124	-
Total Wages & Salaries		-

Other

P. E. R. S.	101.403.5220	-
Medicare	101.403.5260	-
Telephone	101.403.5324	-
Gas & Oil	101.403.5420	-
Office Supplies	101.403.5521	-
Equipment Maintenance	101.403.5564	-
Total Other Expense		-
Total Vacant Property Inspection Department		-

Garbage & Refuse Collection**Other**

Yardwaste Disposal	101.501.5362	5,500.00
Curbside Recycling	101.501.5363	2,300.00
Total Other Expense		7,800.00
Total Refuse Collection		7,800.00

Transportation**Personal Services**

Wages - Regular	101.601.5140	153,950.00
Wages - Service Summer Employees	101.601.5143	-
Retire Benefit Payout	101.601.5195	-
Wages - Overtime	101.601.5199	6,500.00
Total Wages & Salaries		160,450.00

Other

Hospitalization	101.601.5210	50,200.00
P. E. R. S.	101.601.5220	22,500.00
Medicare	101.601.5260	2,400.00
Telephone	101.601.5324	720.00
Engineering Fees	101.601.5360	-
Sand - Gravel - Concrete	101.601.5410	-
Small Equipment & Supplies	101.601.5430	2,950.00
Tools	101.601.5440	6,500.00
Maintenance & Repair	101.601.5564	1,000.00
Capital Improvement	101.601.5600	11,000.00
Heavy Equipment Replacement	101.601.5601	-
Transfer to State Highway Imp.	101.601.5902	-
Total Other Expense		97,270.00
Total Transportation		257,720.00

Technology Dept.**Personal Services**

Wages - IT Director	101.700.5170	-
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Wages - Part Time	101.700.5198	2,290.00
Total Wages & Salaries		2,290.00
<u>Other</u>		
P. E. R. S.	101.700.5220	325.00
Medicare	101.700.5260	40.00
Professional Services	101.700.5319	15,000.00
Internet	101.700.5325	9,000.00
Network Equipment & Supplies	101.700.5431	7,000.00
Total Other Expense		31,365.00
Total Technology Dept.		33,655.00
 <u>Mayor's Office</u>		
<u>Personal Services</u>		
Wages - Mayor	101.701.5105	24,000.00
Wages - Safety Director	101.701.5106	17,070.00
Wages - Secretary	101.701.5191	51,655.00
Wages - Overtime	101.701.5199	1,500.00
Total Wages & Salaries		94,225.00
<u>Other</u>		
Hospitalization	101.701.5210	27,950.00
P. E. R. S.	101.701.5220	13,200.00
Medicare	101.701.5260	1,425.00
Contract Services	101.701.5354	-
Small Equip & Supplies	101.701.5430	500.00
Schools & Training	101.701.5513	3,000.00
Total Other Expenses		46,075.00
Total Mayor's Office		140,300.00
 <u>Finance Administration</u>		
<u>Personal Services</u>		
Wages - Director/Chief	101.702.5120	105,358.00
Wages - Finance Staff	101.702.5160	95,800.00
Retirement Benefit Payout	101.702.5195	-
Total Wages & Salaries		201,158.00
<u>Other</u>		
Hospitalization	101.702.5210	66,000.00
P. E. R. S.	101.702.5220	28,200.00
Medicare	101.702.5260	2,925.00
Contract Employees	101.702.5354	-
Bank Service Charges	101.702.5383	-
Small Equip & Supplies	101.702.5430	16,000.00
Schools & Training	101.702.5513	2,000.00
Capital Improvements	101.702.5600	-
Total Other Expense		115,125.00
Total Finance Department		316,283.00

Legal Administration**Personal Services**

Legal Retainer	101.703.5114	77,195.00
Total Wages & Salaries		77,195.00

Other

P. E. R. S.	101.703.5220	10,810.00
Medicare	101.703.5260	1,125.00
Legal Advertising	101.703.5310	4,000.00
Consulting Services	101.703.5318	30,000.00
Law Books & Periodicals	101.703.5512	500.00
Schools & Training	101.703.5513	500.00
Miscellaneous Expenses	101.703.5568	500.00
Total Other Expense		47,435.00
Total Legal Department		124,630.00

Administrative Support Service Dept.**Personal Services**

Wages - Director/Chief	101.704.5120	85,000.00
Wages - Secretary	101.704.5191	48,152.00
Wages - Overtime	101.704.5199	500.00
Total Wages & Salaries		133,652.00

Other

Hospitalization	101.704.5210	28,300.00
P. E. R. S.	101.704.5220	18,725.00
Medicare	101.704.5260	1,950.00
Uniforms	101.704.5270	18,000.00
Telephone	101.704.5324	1,800.00
Contract Services	101.704.5354	21,000.00
Gas & Oil	101.704.5420	8,000.00
Small Equip & Supplies	101.704.5430	7,700.00
Vehicle Lease Payments	101.704.5434	10,800.00
Schools & Training	101.704.5513	4,500.00
Office Supplies	101.704.5521	5,500.00
Radio	101.704.5561	2,000.00
Maintenance & Repair	101.704.5564	5,500.00
Stormwater Management	101.704.5604	9,000.00
Total Other Expense		142,775.00
Total Service Department		276,427.00

Legislative**Personal Services**

Wages - Council Salaries	101.705.5110	58,000.00
Wages - Council Clerk	101.705.5113	-
Total Wages & Salaries		58,000.00

Other

P. E. R. S.	101.705.5220	8,125.00
Medicare	101.705.5260	850.00

Small Equip & Supplies	101.705.5430	1,000.00
Total Other Expense		9,975.00
Total General Govt.		67,975.00
<u>Municipal Court Costs & Fees</u>		
<u>Other</u>		
Court Costs & Fees	101.706.5315	45,000.00
Jury & Witness Fees	101.706.5316	10.00
Total Other Expense		45,010.00
Total Municipal Court		45,010.00
<u>Civil Service Commission</u>		
<u>Other</u>		
Civil Service Operations	101.707.5317	20,000.00
Training	101.707.5513	500.00
Total Other Expense		20,500.00
Total Civil Service Commission Operations		20,500.00
<u>Lands & Buildings</u>		
<u>Personal Services</u>		
Wages - Regular	101.708.5140	42,785.00
Wages - Overtime	101.708.5199	2,000.00
Total Wages & Salaries		44,785.00
<u>Other</u>		
Hospitalization	101.708.5210	360.00
P. E. R. S.	101.708.5220	6,200.00
Medicare	101.708.5260	700.00
Electricity & Heating	101.708.5320	90,000.00
Water	101.708.5322	5,000.00
Landscaping Services	101.708.5352	30,000.00
Contract Cleaning Service	101.708.5353	-
Street Signs	101.708.5364	2,000.00
Small Equip & Supplies	101.708.5430	2,500.00
Cleaning Supplies	101.708.5460	15,000.00
Maintenance & Repair	101.708.5564	97,000.00
Capital Improvements	101.708.5600	-
Total Other Expense		248,760.00
Total Lands & Buildings		293,545.00
<u>Engineering</u>		
<u>Other</u>		
Engineering Fees	101.709.5360	50,600.00
Total Other Expense		50,600.00
Total Engineering Fees		50,600.00

County Auditor Deductions**Other**

State Auditors Fees	101.710.5380	52,000.00
County Treasurer Fees	101.710.5390	30,500.00
Workers Compensation	101.710.5391	120,000.00
County Election Fees	101.710.5393	4,200.00
County Delinquent Land Advertising	101.710.5394	500.00
Total Other Expense		207,200.00
Total County Auditor Deductions		207,200.00

Administrative Support**Other**

Contingent Liability	101.711.5220	5,000.00
Professional Services	101.711.5319	35,000.00
Telephone	101.711.5324	35,000.00
Insurance	101.711.5330	30,000.00
Unemployment Compensation	101.711.5331	5,000.00
Charge for Income Tax Collections	101.711.5340	105,000.00
Ohio Municipal League	101.711.5371	2,500.00
Codification	101.711.5372	6,000.00
Land Acquisitions	101.711.5375	-
Small Equip & Supplies	101.711.5430	5,000.00
Network Equip & Supplies	101.711.5431	-
Schools & Training	101.711.5513	-
BWC Grant Expenses	101.711.5516	-
Office Supplies	101.711.5521	25,000.00
Miscellaneous Expenses	101.711.5568	4,000.00
Capital Improvements	101.711.5600	-
Transfer to Fund 301	101.711.5904	-
Transfer to Fund 401	101.711.5905	-
Transfer to Fund 220	101.711.5906	-
Transfer to Fund 218	101.711.5909	-
Transfer to Fund 211	101.711.5913	-
Transfer to Fund 213	101.711.5916	-
Transfer to Fund 222	101.711.5920	-
Transfer to Fund 240	101.711.5921	-
Transfer to Fund 230	101.711.5923	-
Transfer to Fund 420	101.711.5924	-
Transfer to Fund 225	101.711.5925	-
Transfer to Fund 227	101.711.5934	201,404.00
Refunds	101.711.5971	8,000.00
Unclaimed Funds	101.711.5972	2,000.00
Advance Fund 214	101.711.5975	-
Advance Fund 213	101.711.5976	-
Advance Fund 223	101.711.5989	-
Advance Fund 205	101.711.5990	-
Advance Fund 224	101.711.5992	-
Advance Fund 225	101.711.5993	-
Advance Fund 420	101.711.5998	-
Total Other Expense		468,904.00
Total Administrative Support		468,904.00

Public Relations

Public Relations	101.713.5535	-
Total Public Relations		-

Economic Development

Professional Services	101.714.5319	32,000.00
Total Economic Development		32,000.00

TOTAL GENERAL FUND: 8,617,600.50

SECTION 3. That there be appropriated from the Street Construction, Maintenance & Repair Fund:

SCM&R FUND**Personal Services**

Wages - Summer Employment	202.601.5143	-
Wages - Service - Regular	202.601.5185	278,850.00
Retirement Benefit Payout	202.601.5195	-
Wages - Overtime	202.601.5199	12,000.00
Total Wages & Salaries		290,850.00

Other

Hospitalization	202.601.5210	114,325.00
P. E. R. S.	202.601.5220	40,800.00
Medicare	202.601.5260	4,250.00
Street Signs	202.601.5364	11,000.00
Freeway Maintenance	202.601.5366	36,900.00
Street Resurface & Repair	202.601.5367	18,000.00
Street Lining	202.601.5368	-
Small Equipment & Supplies	202.601.5430	1,500.00
Vehicle Lease Payments	202.601.5434	10,650.00
Tools	202.601.5440	1,500.00
Maintenance & Repair	202.601.5564	16,000.00
Contract Construction	202.601.5600	-
Heavy Equipment Replacement	202.601.5601	69,000.00
Note Principal	202.711.5703	-
Note Interest	202.711.5704	-
Total Other Expense		323,925.00
TOTAL SCM&R FUND		614,775.00

SECTION 4. That there be appropriated from the State Highway Fund:

STATE HIGHWAY IMPROVEMENT FUND**Other**

Road Salt	203.601.5465	75,000.00
Total Other Expense		75,000.00
TOTAL STATE HIGHWAY IMPROVEMENT FUND		75,000.00

SECTION 5. That there be appropriated from the Street Lighting Fund:

STREET LIGHTING FUND**Other**

Street Lighting	204.502.5326	220,000.00
Engineering Fees	204.502.5360	-
County Treasurer Fees	204.502.5390	2,150.00
Small Equipment & Supplies	204.502.5430	1,000.00
Equipment Maintenance	204.502.5564	-
Capital Improvement	204.502.5600	-
Total Other Expense		223,150.00
TOTAL STREET LIGHTING FUND		223,150.00

SECTION 6. That there be appropriated from the Sewer Disposal Water Pollution Control Fund (Sewer Revenue):

SEWER REVENUE FUND**Personal Services**

Wages - Regular	205.503.5140	293,500.00
Wages - Summer Employees	205.503.5143	-
Retirement Benefit Payout	205.503.5195	-
Wages - Overtime	205.503.5199	10,000.00
Total Wages & Salaries		303,500.00

Other

Hospitalization	205.503.5210	116,950.00
P. E. R. S.	205.503.5220	42,500.00
Medicare	205.503.5260	3,450.00
Wickliffe Sewer Charges	205.503.5323	41,000.00
Insurance	205.503.5330	12,000.00
Contract Services	205.503.5354	-
Euclid Disposal Plant	205.503.5361	2,000,000.00
Sewer Maintenance	205.503.5367	60,000.00
Lake County Billing Fees	205.503.5382	105,000.00
County Treasurer Fees	205.503.5390	13,000.00
Gas & Oil	205.503.5420	12,000.00
Small Equipment & Supplies	205.503.5430	2,750.00
Vehicle Lease Payments	205.503.5434	10,650.00
Schools & Training	205.503.5513	3,750.00
Maintenance & Repair	205.503.5564	8,000.00
Miscellaneous Expenses	205.503.5568	-
Sewer Lateral Repairs	205.503.5569	-
Capital Improvements	205.503.5600	-
General Refunds	205.503.5971	1,000.00
Engineering Fees	205.709.5360	50,000.00
Note Principal	205.711.5703	103,649.28
Note Interest	205.711.5704	1,600.00
Transfer to Fund 422	205.711.5919	54,895.00
Return of Advance to Fund 101	205.711.5977	-
Transfer to Fund 426	205.908.5930	-
Transfer to Fund 428	205.911.5932	-
Transfer to Fund 429	205.912.5933	-
Total Other Expense		2,642,194.28
TOTAL SEWER REVENUE FUND		2,945,694.28

SECTION 7. That there be appropriated from the Police & Fire Capital Improvement Fund:

POLICE & FIRE CAPITAL IMPROVEMENT FUND

Other

Small Equipment - Police	207.101.5430	35,000.00
Capital Improvements - Police	207.101.5610	36,000.00
Lease Principal-Police	207.101.5703	49,000.00
Lease Interest-Police	207.101.5704	1,600.00
Small Equipment - Fire	207.102.5430	42,500.00
Capital Improvements - Fire	207.102.5611	12,000.00
County Treasurer Fees	207.710.5390	3,000.00
Note Principal-Fire	207.711.5703	59,900.00
Note Interest-Fire	207.711.5704	6,400.00
Transfer to Fund 301	207.711.5904	-
Transfer to Fund 223	207.711.5989	-
Total Other Expense		245,400.00
TOTAL POLICE & FIRE CAPITAL FUND		245,400.00

SECTION 8. That there be appropriated from the Fire Emergency Rescue Fund:

FIRE EMERGENCY RESCUE FUND

Personal Services

Wages - Director/Chief	208.102.5120	43,491.00
Wages - Firefighters & Officers	208.102.5138	657,250.00
Wages - Secretary	208.102.5191	20,995.00
Retirement Benefit Payout	208.102.5195	-
Wages - Overtime	208.102.5199	450.00
Total Wages & Salaries		722,186.00

Other

Hospitalization	208.102.5210	54,300.00
P. E. R. S.	208.102.5220	14,165.00
Police & Fire Pension	208.102.5230	10,570.00
Medicare	208.102.5260	10,520.00
Social Security	208.102.5265	35,400.00
Clothing - Original Issue	208.102.5271	15,750.00
Replacement Safety Clothing	208.102.5272	3,000.00
Telephone	208.102.5324	3,700.00
Insurance	208.102.5330	10,000.00
Engineering Fees	208.102.5360	-
EMS Collection Fees	208.102.5385	12,300.00
County Treasurer Fees	208.102.5390	8,000.00
Gas & Oil	208.102.5420	5,850.00
Small Equipment & Supplies	208.102.5430	16,250.00
Vehicle Lease Payments	208.102.5434	2,500.00
Schools & Training	208.102.5513	6,750.00
EMS Grant Expenses	208.102.5515	-
Office Supplies	208.102.5521	3,700.00
Radio	208.102.5561	3,000.00
Maintenance & Repair	208.102.5564	18,900.00

Capital Improvements	208.102.5600	-
Total Other Expense		234,655.00
TOTAL FIRE EMERGENCY RESCUE FUND		956,841.00

SECTION 9. That there be appropriated from the Sanitary & Sewer Lateral Levy Fund:

SANITARY & STORM SEWER LATERAL LEVY FUND

Personal Services

Wages - Regular	211.503.5140	-
Wages - Overtime	211.503.5199	-
Total Wages & Salaries		-

Other

P. E. R. S.	211.503.5220	-
Medicare	211.503.5260	-
Engineering	211.503.5360	30,000.00
County Treasurer's Fees	211.503.5390	1,500.00
Sewer Lateral Repairs	211.503.5569	250,000.00
Capital Improvements	211.503.5600	-
Total Other Expense		281,500.00
TOTAL SANITARY & STORM SEWER LATERAL LEVY FUND		281,500.00

SECTION 10. That there be appropriated from the Street Improvement Levy Fund:

STREET IMPROVEMENT LEVY FUND

Other

Engineering Fees	213.601.5360	20,000.00
Street Resurfacing & Repair	213.601.5367	180,000.00
Street Lining	213.601.5368	-
Miscellaneous Expenses	213.601.5568	-
Legal Fees	213.711.5318	-
County Treasurer Fees	213.711.5390	8,550.00
Return Advance Fund 101	213.711.5977	-
Engineering Fees-'18 Road Program OPWC	213.910.5360	-
Street Resurfacing-'18 Road Program OPWC	213.910.5367	-
Transfer-Fund 429	213.912.5933	-
Engineering Fees-2020 Road Program OPWC	213.914.5360	75,000.00
Street Resurfacing-2020 Road Program OPWC	213.914.5367	675,000.00
Total Other Expense		958,550.00
TOTAL STREET IMPROVEMENT LEVY FUND		958,550.00

SECTION 11. That there be appropriated from the Recreation Improvement Levy Fund:

RECREATION IMPROVEMENT LEVY FUND

Other

Maintenance & Repair	214.302.5564	-
Miscellaneous Expenses	214.302.5568	-
Pool Capital Improvements	214.302.5614	-
Small Equip & Supplies	214.303.5430	-
Miscellaneous Expenses	214.303.5568	-
Recreation Capital Improvements	214.303.5600	85,000.00

Engineering	214.709.5360	15,000.00
Legal Fees	214.711.5318	-
County Treasurer Fees	214.711.5390	800.00
Return of Advance to Fund 101	214.711.5977	-
Total Other Expense		100,800.00
TOTAL RECREATION IMPROVEMENT LEVY FUND		100,800.00

SECTION 12. That there be appropriated from the Permissive License Fee Fund:

PERMISSIVE LICENSE FEE FUND

Other

Traffic Signals	215.601.5326	20,000.00
Traffic Lights	215.601.5328	16,000.00
Insurance	215.601.5330	9,000.00
Engineering	215.601.5360	-
Street Signs	215.601.5364	3,000.00
Street Resurface & Repair	215.601.5367	46,000.00
Street Lining	215.601.5368	5,000.00
Gas & Oil	215.601.5420	12,000.00
Equipment Maintenance	215.601.5564	-
Miscellaneous Expenses	215.601.5568	-
Capital Improvement	215.601.5600	-
Total Other Expense		111,000.00
TOTAL PERMISSIVE LICENSE FEE FUND		111,000.00

SECTION 13. That there be appropriated from the DUI Education & Enforcement Fund:

DUI EDUCATION & ENFORCEMENT FUND

Other

DUI Education & Enforcement	217.101.5530	1,300.00
Capital Improvement	217.101.5600	-
Total Other Expense		1,300.00
TOTAL DUI EDUCATION & ENFORCEMENT FUND		1,300.00

SECTION 14. That there be appropriated from the Drug Law Enforcement Fund:

DRUG LAW ENFORCEMENT FUND

Other

Equipment & Supplies	218.101.5430	200.00
Training	218.101.5513	500.00
Capital Equipment	218.101.5600	-
Total Other Expense		700.00
TOTAL DRUG LAW ENFORCEMENT FUND		700.00

SECTION 15. That there be appropriated from the Senior Citizens Center Fund:

SENIOR CITIZENS CENTER FUND

Personal Services

Wages	220.304.5120	43,000.00
Retirement Benefit Payout	220.304.5195	-

Wages - Part Time	220.304.5198	20,000.00
Total Wages & Salaries		63,000.00

Other

Hospitalization	220.304.5210	75.00
P. E. R. S.	220.304.5220	8,820.00
Medicare	220.304.5260	950.00
Electricity & Heating	220.304.5320	4,000.00
Gas & Oil	220.304.5420	500.00
Small Equip & Supplies	220.304.5430	1,000.00
Program Supplies	220.304.5453	3,000.00
Office Supplies	220.304.5521	4,000.00
Maintenance & Repair	220.304.5564	2,500.00
United Way Expenses	220.304.5567	-
Capital Improvement	220.304.5600	-
Levy Fund	220.304.5603	30,000.00
Total Other Expense		54,845.00
TOTAL SENIOR CITIZENS CENTER FUND		117,845.00

SECTION 16. That there be appropriated from the Emergency Management Fund:

EMERGENCY MANAGEMENT FUND**Other**

Transfer to Fund 208	221.711.5901	-
Transfer to Fund 202	221.711.5903	-
Transfer to Fund 205	221.711.5907	-
Transfer to Fund 101	221.711.5911	-
Transfer to Fund 221	221.711.5924	-
Total Other Expense		-
TOTAL EMERGENCY MANAGEMENT FUND		-

SECTION 17. That there be appropriated from the Homeland Security Grant Fund:

HOMELAND SECURITY GRANT FUND**Other**

Small Equip & Supplies	223.102.5430	-
Capital Improvement	223.102.5600	-
Return of Advance to Fund 101	223.711.5977	-
Return of Advance to Fund 207	223.711.5980	-
Total Other Expense		-
TOTAL HOMELAND SECURITY GRANT FUND		-

SECTION 18. That there be appropriated from the Community Block Grant Fund:

COMMUNITY BLOCK GRANT FUND**Other**

Return of Advance to 101	224.711.5977	-
CDBG - Hearts & Hammers	224.950.5517	-
Professional Services	224.951.5319	-
Total Other Expense		-
TOTAL COMMUNITY BLOCK GRANT FUND		-

SECTION 19. That there be appropriated from the Lakefront Connectivity & Downtown Redevelopment Grant Fund:

LAKEFRONT CONNECTIVITY & DOWNTOWN REDEVELOPMENT GRANT FUND

<u>Other</u>		
Professional Services	225.711.5319	-
Return of Advance to Fund 101	225.711.5977	20,570.00
Total Other Expense		20,570.00
TOTAL LAKEFRONT CONNECTIVITY & DOWNTOWN GRANT FUND		20,570.00

SECTION 20. That there be appropriated from the Coronavirus Relief Grant Fund:

CORONAVIRUS RELIEF GRANT FUND

<u>Personal Services</u>		
Wages	226.715.5140	-
Wages - Part Time	226.715.5199	-
Total Wages & Salaries		-
 <u>Other</u>		
P.E.R.S	226.715.5220	-
Police Pension-City	226.715.5230	-
Medicare	226.715.5260	-
Social Security	226.715.5265	-
Professional Services	226.715.5319	-
Unemployment	226.715.5331	-
Small Equipment & Supplies	226.715.5430	-
Network Equipment & Supplies	226.715.5431	-
Cleaning Supplies	226.715.5460	-
Office Supplies	226.715.5513	-
Small Business Grants	226.715.5568	-
Capital Improvements	226.715.5600	-
Total Other Expense		-
TOTAL CORONAVIRUS RELIEF GRANT FUND		-

SECTION 21. That there be appropriated from the NOPEC Grant Fund:

NOPEC GRANT FUND

<u>Other</u>		
Engineering Fees	227.709.5360	51,000.00
Capital Improvements	227.711.5600	300,000.00
Total Other Expense		351,000.00
TOTAL NOPEC GRANT FUND		351,000.00

SECTION 22. That there be appropriated from the Law Enforcement Trust Fund:

LAW ENFORCEMENT TRUST FUND

<u>Other</u>		
Small Equip & Supplies	230.101.5430	-
Miscellaneous Expenses	230.101.5568	-
Capital Imp. - Police	230.101.5600	-

Total Other Expense		-
TOTAL LAW ENFORCEMENT TRUST FUND		-

SECTION 23. That there be appropriated from the Law Enforcement Cont. Training Fund:

LAW ENFORCEMENT CONT. TRAINING FUND

Other

Schools & Training	232.101.5513	102.07
Total Other Expense		102.07
TOTAL LAW ENFORCEMENT CONT. TRAINING FUND		102.07

SECTION 24. That there be appropriated from the Earned Benefits Fund:

EARNED BENEFITS FUND

Other

Retirement Benefit Payout-Police	240.101.5195	103,000.00
Retirement Benefit Payout-Parks	240.301.5195	-
Retirement Benefit Payout-Building	240.401.5195	-
Retirement Benefit Payout-Mayor's Office	240.701.5195	5,000.00
Retirement Benefit Payout-Finance	240.702.5195	-
Total Other Expense		108,000.00
TOTAL EARNED BENEFITS FUND		108,000.00

SECTION 25. That there be appropriated from the Fire Loss Claims Fund:

FIRE LOSS CLAIMS FUND

Other

Miscellaneous Expenses	241.711.5568	29,038.47
Total Other Expense		29,038.47
TOTAL FIRE LOSS CLAIMS FUND		29,038.47

SECTION 26. That there be appropriated from the Bond Retirement Fund:

BOND RETIREMENT FUND

Other

Legal Fees	301.711.5318	-
Registrar Fees	301.711.5384	-
County Treasurer Fees	301.711.5390	500.00
Bond Principal	301.711.5701	-
Bond Interest	301.711.5702	-
Note Principal	301.711.5703	34,068.00
Note Interest	301.711.5704	-
Total Other Expense		34,568.00
TOTAL BOND RETIREMENT FUND		34,568.00

SECTION 27. That there be appropriated from the Municipal Tax Increment Equiv. Fund:

MUNICIPAL TAX INCREMENT EQUIV. FUND

Other

County Treasurer Fees	302.710.5390	4,200.00
Legal Fees	302.711.5318	4,000.00
Miscellaneous Expenses	302.711.5568	-
Capital Improvement	302.711.5600	-
Note Principal	302.711.5703	200,000.00
Note Interest	302.711.5704	4,000.00
PILOT Reimbursement to W/E Schools	302.711.5720	160,000.00
Total Other Expense		372,200.00
TOTAL MUNICIPAL TAX INCREMENT EQUIV. FUND		372,200.00

SECTION 28. That there be appropriated from the Capital Improvement Fund:

CAPITAL IMPROVEMENT FUND

Other

Capital Improvement - General Admin.	401.711.5600	-
Capital Improvement - Police Dept.	401.711.5610	-
Capital Improvement - Fire Dept.	401.711.5611	-
Capital Improvement - Service Dept.	401.711.5612	-
Capital Improvement - Recreation Dept.	401.711.5614	-
Transfer to Fund 301	401.711.5904	-
Total Other Expense		-
TOTAL CAPITAL IMPROVEMENT FUND		-

SECTION 29. That there be appropriated from the Stormwater Management Capital Improvement Fund:

STORMWATER MANAGEMENT CAPITAL IMPROVEMENT FUND

Other

Engineering Fees	420.711.5360	-
Capital improvements	420.711.5600	45,000.00
Total Other Expense		45,000.00
TOTAL STORMWATER MANAGEMENT CAPITAL IMP. FUND		45,000.00

SECTION 30. That there be appropriated from the Sanitary Sewer Capital Improvement Fund:

SANITARY SEWER CAPITAL IMPROVEMENT FUND

Other

Capital Improvements	422.503.5600	-
Engineering Fees	422.709.5360	-
Legal Fees	422.711.5318	3,000.00
Note Principal	422.711.5703	273,435.00
Note Interest	422.711.5704	5,460.00
Total Other Expense		281,895.00
TOTAL SANITARY SEWER CAPITAL IMPROVEMENT FUND		281,895.00

SECTION 31. That there be appropriated from the Police Pension Fund:

POLICE PENSION FUND

Other

Police Pension City Liability	801.101.5230	400,000.00
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County Treasurer Fees	801.101.5390	1,000.00
Total Other Expense		401,000.00
TOTAL POLICE PENSION FUND		401,000.00

SECTION 32. That there be appropriated from the Security Deposits Fund:

SECURITY DEPOSITS FUND

Other

Engineering Fees	802.711.5360	21,000.00
Deposit Refunds	802.711.5970	15,000.00
Unclaimed Funds	802.711.5972	2,000.00
Total Other Expense		38,000.00
TOTAL SECURITY DEPOSIT FUND		38,000.00

SECTION 33. That there be appropriated from the Donations & Bequests Fund:

Other

Donation Purchases	803.811.5800	25,000.00
Total Donations & Bequests Fund		25,000.00
TOTAL DONATIONS & BEQUESTS FUND:		25,000.00

TOTAL ALL FUNDS **16,956,529.32**

SECTION 34. 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 35. 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 36. 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 37. 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: _____, 2021

Submitted to the Mayor for his approval
on _____, 2021

ATTEST:

Council President

Approved by the Mayor on _____, 2021

Clerk of Council

Mayor

**WILLOWICK CITY ENGINEER'S REPORT
FEBRUARY 16, 2021**

Projects:

Parkland Area Sewers - E. 328th Street Sewer Rehabilitation – United Survey Inc. performed post construction televising of sewers and laterals. Videos are currently being reviewed to determine if any additional improvements are necessary.

Fairway Storm Sewer – CT and the Service Department performed an inspection on 2/11/2021 of the 84" CMP sewer on Fairway Blvd between Forestgrove Rd to W. Willowick Dr. This is in response to the multiple sinkholes in treelawns on Fairway that have become systemic and have required repairs at two different sections to date.

It is expected that one more day will be required to complete the inspection of the final section of sewer that was not completed on the above date. Description and details of defects will be documented in a report once the inspection of the entire sewer is completed. Report will include an analysis of the condition of the sewer, a list of alternative improvements, and recommendations for how the City should proceed.

Manry Park Exercise Trail Improvements - Construction is complete.

Motion authorizing the release of retainage in the amount of \$18,409.44 to Lake County Landscape & Supply Inc. for the Manry Park Exercise Trail Improvements.