

RESOLUTIONS ADOPTED
November 16, 2021

2021-127 RESOLUTION TO APPROVE PAYMENT TO DUDE SOLUTIONS IN THE AMOUNT OF \$9,745.31 FOR ANNUAL SUBSCRIPTION FEE

2021-128 RESOLUTION TO ENTER AGREEMENT FOR CENTAL DISPATCH FOR THREE (3) YEARS COMMENCING JANUARY 1, 2022 AND TERMINATING DECEMBER 31, 2024

2021-129 RESOLUTION REAPPOINTING KENNETH SULLIVAN TO A FIVE YEAR TERM ON THE BOARD OF ZONING APPEALS. THE TERM BEGINS JANUARY 1, 2022

2021-130 RESOLUTION REAPPOINTING AMY COSSICK TO A FIVE YEAR TERM ON THE ZONING COMMISSION. THE TERM BEGINS JANUARY 1, 2022

2021-131 RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN A SETTLEMENT AGREEMENT FOR THE OPIOID LAWSUIT. SPECIFICALLY, THE ADMINISTRATOR MAY SIGN THE JOHNSON AND JOHNSON PARTICIPATION FORM

MINUTES

The Board of Painesville Township Trustees met for a regular meeting at 11:00 A.M. on Tuesday November 16, 2021 at 55 Nye Road. The meeting was called to order at 11:02 A.M. by Chairman Pennock. Present: Trustees Gabe Cicconetti, Chuck Hillier, Josh Pennock, Administrator Michael Manary, Fiscal Officer Michael Patriarca, Legal Advisors Jeremy Iosue and Jason Hartzell.

Various topics, agenda items and departmental matters were brought before the board including the approval of minutes from the previous meeting, November 4, 2021

SUMMARY OF WORK SESSION:

- Administrator Manary summarized the work session noting the following:

The Trustees went into Executive Session at 8:41 A.M.

Gabe Cicconetti made a motion to go into executive session at 8:41 A.M., second by Chuck Hillier for the purpose of considering confidential information related to negotiations with another political subdivision for economic development assistance, which information is:

- (1) Directly related to a request for economic development assistance that is to be provided or administered under Chapter 715 of the Ohio Revised Code; and
- (2) Directly related to a request for economic development assistance that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

And the Board hereby determines that the executive session is necessary to protect the interests of the political subdivision or the possible investment or expenditure of public funds to be made in connection with the economic development project.

The motion was approved by unanimous vote. The Trustees came out of Executive Session at 9:20 A.M.

- The Trustees discussed authorizing the Township Administrator to sign a settlement agreement with the Johnson and Johnson Opioid Settlement.
- The Trustees discussed water drainage issues on the East Side of the Township.
- The Trustees discussed potentially regulating fireworks.
- The Fire Chief discussed renewing the dispatch contract with the County.
- The Fire Chief gave an update on station repairs.
- The Fire Chief discussed a program that may buy grave markers for retirees.
- The Fire Chief discussed current grants that he has applied for.
- The Service Director discussed drainage concerns that he had.
- The Service Director gave an update on the Curbside Leaf Collection.
- The Service Director discussed the new sewer jet that we are purchasing with ARP Funds.
- The Director of Zoning and Planning gave an update on the CBG Grant that we applied for and received.

OLD BUSINESS: John Muzik of 45 Coventry Lane asked if there is an update on the Center Park Estates draining issues.

Administrator Mike Manary let him know there is a meeting on Friday to discuss Center Park Estates with the Lake County Stormwater Department and Environmental Design Group

NEW BUSINESS: None

LAKE COUNTY SHERIFF'S OFFICE REPORT: No report given

DEPARTMENT REPORTS:

- **SERVICE DEPARTMENT:** Reported that the first residential curbside leaf pickup was successful. The Riverside Lacrosse Team helped the Service Department and worked hard all day. The next residential curbside leaf pickup will be December 4th and the Service Department will be using the Riverside Lacrosse Team to help again. The Service Department asks all residents to have their bagged leaves at the curb by 7:30 A.M. and they will work to get all leaves picked up by that day.
- **FIRE DEPARTMENT:** Nothing to report
- **ZONING DEPARTMENT:** Nothing to report
- **LEGAL ADVISOR:** Nothing to report
- **ADMINISTRATOR:** Nothing to report

FISCAL OFFICER:

TRUSTEES:

BILLS PAID

Various bills, payroll and related disbursements were presented, examined and approved for payment.

RESOLUTIONS ADOPTED

2021-127 RESOLUTION TO APPROVE PAYMENT TO DUDE SOLUTIONS IN THE AMOUNT OF \$9,745.31 FOR ANNUAL SUBSCRIPTION FEE

RESOLVED, We the Painesville Township Trustees approve payment to Dude Solutions in the amount of \$9,745.31 for annual subscription fee

2021-128 RESOLUTION TO ENTER AGREEMENT FOR CENTAL DISPATCH FOR THREE (3) YEARS COMMENCING JANUARY 1, 2022 AND TERMINATING DECEMBER 31, 2024

(Resolution separately printed as if fully included herein as Exhibit A)

2021-129 RESOLUTION REAPPOINTING KENNETH SULLIVAN TO A FIVE YEAR TERM ON THE BOARD OF ZONING APPEALS. THE TERM BEGINS JANUARY 1, 2022

RESOLVED, We the Painesville Township Trustees hereby reappoint Kenneth Sullivan to a five year term on the Board of Zoning Appeals. The Term begins January 1, 2022

2021-130 RESOLUTION REAPPOINTING AMY COSSICK TO A FIVE YEAR TERM ON THE ZONING COMMISSION. THE TERM BEGINS JANUARY 1, 2022

RESOLVED, We the Painesville Township Trustees hereby reappoint Amy Cossick to a five year term on the Zoning Commission. The Term begins January 1, 2022

2021-131 RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN A SETTLEMENT AGREEMENT FOR THE OPIOID LAWSUIT. SPECIFICALLY, THE ADMINISTRATOR MAY SIGN THE JOHNSON AND JOHNSON PARTICIPATION FORM

RESOLVED, We the Painesville Township Trustees authorize the Township Administrator to sign a settlement agreement for the Opioid Lawsuit. Specifically, the Administrator may sign the Johnson and Johnson participation form

Chairman Josh Pennock made a motion to close the meeting at 11:10 A.M., seconded by Chuck Hillier passed unanimously.

ADJOURNMENT



Josh Pennock, Chairman



Michael Patriarca, Fiscal Officer

Payment Listing

11/5/2021 to 11/16/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
2988-2021	11/08/2021	11/08/2021	CH	THE ILLUMINATING COMPANY	\$10,377.79	O
3094-2021	11/10/2021	11/10/2021	CH	EXPERT PAY	\$4.50	O
3098-2021	11/16/2021	11/16/2021	CH	JP MORGAN CHASE BANK	\$156.47	O
59643	11/10/2021	11/10/2021	AW	BEST TRUCK EQUIPMENT, INC.	\$251.99	O
59644	11/10/2021	11/10/2021	AW	CHARDON OIL COMPANY	\$2,092.06	O
59645	11/10/2021	11/10/2021	AW	COMDOC, INC.	\$242.62	O
59646	11/10/2021	11/10/2021	AW	CONVOY TIRE AND SERVICE, INC.	\$1,542.90	O
59647	11/10/2021	11/10/2021	AW	DANIELLE THOMPSON	\$150.00	O
59648	11/10/2021	11/10/2021	AW	KAMAN INDUSTRIAL TECHNOLOGIES	\$127.13	O
59649	11/10/2021	11/10/2021	AW	LAKE COUNTY DEPARTMENT OF UTILITIES	\$646.11	O
59650	11/10/2021	11/10/2021	AW	LAKE COUNTY DEPARTMENT OF UTILITIES	\$78.90	O
59651	11/10/2021	11/10/2021	AW	MELZER'S FUEL SERVICE	\$4,186.32	O
59652	11/10/2021	11/10/2021	AW	OHIO DEPARTMENT OF JOB AND FAMILY S	\$6.63	O
59653	11/10/2021	11/10/2021	AW	O'REILLY AUTOMOTIVE STORES, INC.	\$860.77	O
59654	11/10/2021	11/10/2021	AW	PETE'S INC	\$1,905.00	O
59655	11/10/2021	11/10/2021	AW	QUILL LLC	\$57.97	O
59656	11/10/2021	11/10/2021	AW	SHANE VACHET	\$150.00	O
59657	11/10/2021	11/10/2021	AW	SPOK, INC.	\$107.14	O
59658	11/10/2021	11/10/2021	AW	AUTOZONE, INC.	\$1,013.12	O
59659	11/10/2021	11/10/2021	AW	COMDOC, INC.	\$37.50	O
59660	11/10/2021	11/10/2021	AW	AMB APPLIANCE REPAIR	\$95.00	O
59661	11/10/2021	11/10/2021	AW	DUDE SOLUTIONS	\$9,745.31	O
59662	11/10/2021	11/10/2021	AW	KIMBALL MIDWEST	\$67.32	O
59663	11/15/2021	11/15/2021	AW	CINTAS CORPORATION	\$314.52	O
59664	11/15/2021	11/15/2021	AW	JOUGHIN HARDWARE	\$79.52	O
59665	11/15/2021	11/15/2021	AW	CORE & MAIN	\$426.12	O
59666	11/15/2021	11/15/2021	AW	QUILL LLC	\$155.85	O
59667	11/15/2021	11/15/2021	AW	LEARY H. SWIGER	\$150.00	O
Total Payments:					\$35,028.56	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$35,028.56	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

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Exhibit A

AGREEMENT FOR CENTRAL DISPATCH
AND COMMUNICATION SERVICES

THIS AGREEMENT was made and entered into by and between THE BOARD OF COMMISSIONERS OF LAKE COUNTY, OHIO, hereinafter referred to as "LAKE COUNTY", and the **TOWNSHIP OF PAINESVILLE**, Lake County, Ohio, hereinafter referred to as "**PAINESVILLE TOWNSHIP**".

WHEREAS, an emergency dispatch and communication system is crucial to the effective and efficient operation of police and fire departments; and,

WHEREAS, LAKE COUNTY currently has the means and ability to provide emergency dispatch and communication services to multiple police and fire departments; and,

WHEREAS, **PAINESVILLE TOWNSHIP** desires to obtain and use said emergency dispatch and communication services in order to avail itself of the latest technology and avoid duplication of communication equipment and dispatch personnel.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. LAKE COUNTY shall provide to **PAINESVILLE TOWNSHIP** and its **FIRE DEPARTMENT**, emergency dispatch and communication services consisting of twenty-four (24) hour dispatching service, call forwarding service for non-emergency calls, answering service for E 9-1-1 calls, continuous radio contact and transmittal service, computerized CAD dispatch, batch reporting to provide incident summary, history, tracking, and daily shift information and such other information as the parties may mutually agree upon from time to time.

2. **PAINESVILLE TOWNSHIP** shall pay for said emergency dispatch and communication services as follows:

• 2022	\$ 93,497.58
• 2023	\$ 97,237.48
• 2024	\$ 101,126.98

The 2022 – 2024 contract is based on a 3% increase plus the CPI. The increase for any year of the contract for the next 3 years cannot exceed 4%.

Said cost shall be paid in equal quarterly installments on March 1st, June 1st, September 1st, and December 1st of each year. Payment shall be made in the form of a warrant check made payable to LAKE COUNTY CENTRAL COMMUNICATIONS and mailed to P.O. Box 480, 8505 Garfield Rd., Mentor, Ohio, 44061.

3. This agreement shall be in full force and effect for a term of three (3) years, commencing January 1, 2022 and terminating December 31, 2024 provided, however, that this agreement may be terminated earlier by either party giving written notice of termination to the other party hereto at least six (6) months prior to the anticipated date of termination.
4. Absent written notice of termination, this agreement shall automatically renew itself for additional three (3) year terms, subject to the parties negotiating and agreeing upon the cost for said emergency dispatch and communication services during any additional term. Said cost shall bear a reasonable relationship to the actual cost of providing said services to **PAINESVILLE TOWNSHIP** and shall not include the cost of capital improvements to the dispatch and communication system.

5. The parties understand and agree that all equipment and devices located at the Emergency Operations Center, 8505 Garfield Rd., Kirtland, Ohio, and used to provide the emergency dispatch and communication services provided for herein shall be owned by LAKE COUNTY. All persons working at said Emergency Operations Center and providing the emergency dispatch and communications services provided for herein shall be employees of and shall be responsible to LAKE COUNTY.

6. LAKE COUNTY shall create and establish an Advisory Board which shall be comprised of one representative from each entity which is provided with emergency dispatch and communication services from LAKE COUNTY. The administration, management and day-to-day operation in providing the emergency dispatch and communication services referred to herein shall be the sole responsibility of LAKE COUNTY. However, LAKE COUNTY shall consult with, and take into serious consideration, any recommendations made by the members of the Advisory Board.

7. LAKE COUNTY shall use due care in providing the emergency dispatch and communication services referred to herein. LAKE COUNTY shall maintain the emergency dispatch and communication system referred to herein in good, operable condition and repair. LAKE COUNTY shall be responsible for the security, privacy, and safe keeping of all information and data provided to it by **PAINESVILLE TOWNSHIP** and others. **PAINESVILLE TOWNSHIP** shall be responsible for providing any information and data to LAKE COUNTY for storage, use and transmittal. **PAINESVILLE TOWNSHIP** shall abide by and comply with reasonable rules and regulations established by LAKE COUNTY to facilitate the orderly and efficient provision of the emergency dispatch and communication services set forth herein.

8. **PAINESVILLE TOWNSHIP** shall assume responsibility for and maintain security of law enforcement and criminal justice information systems as prescribed by the LEADS Steering Committee, Central Communications, and the NCIC Advisory Board; shall abide by any rules, regulations and decisions of the LEADS Steering Committee, Central Communications, and the NCIC Advisory Board; shall not provide Central Communications, LEADS or NCIC services to any other police or criminal justice agencies without prior written approval from the appropriate agency; shall supply and/or enter necessary data and assume the responsibility of periodically validating data input to Central Communications and LEADS to enhance the integrity of LEADS and NCIC; shall not hold LAKE COUNTY, LEADS OR NCIC responsible for the validity of data entered or stored in Central Communications, LEADS or NCIC; and shall not disseminate stored data to any agency or individual for gain or to exact a charge on an individual use basis except as provided for by Central Communications, LEADS or NCIC.
9. Failure to comply with any of the provisions set forth herein shall constitute a material breach and shall be just cause for termination of this agreement. If it becomes necessary to commence legal action or institute legal proceedings to effectuate performance of any provision or objective of this agreement, or arising out of the breach of this agreement, then the party found to be in default shall pay all reasonable expenses, including reasonable attorney's fees, incurred thereby.
10. The failure of either party to insist upon strict performance of any of the covenants, conditions or provisions of this agreement, or to declare a breach for any violation thereof, shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with all covenants, conditions and provisions hereof, or to declare a breach for any violation thereof, if the violation is continued or repeated.
11. It is expressly understood and agreed that there shall be no modifications to this agreement without the express written consent of the parties hereto.

12. This agreement merges all prior negotiations and understandings, and there are no other agreements or understandings, oral or otherwise, between the parties pertaining to the subject matter of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year hereinafter set forth.

BOARD OF LAKE COUNTY COMMISSIONERS

John R. Hamercheck, Commissioner Pres.

Ron Young, Commissioner

John Plecnik, Commissioner

Frank Leonbruno, Sheriff of Lake County

ATTEST:

DATE: _____

TOWNSHIP OF PAINESVILLE
LAKE COUNTY, OHIO

[Signature]

[Signature]

Charles C Hillier

ATTEST:

Karen Muro

DATE: _____

11/16/21