

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 22-063-3/28 – Budget Amendments
- 22-064-3/28 – Accept Donation – 2017 Ford Explorer – Municipal Court
- 22-065-3/28 – Ohio Law Enforcement Body Armor Program – Municipal Court
- 22-066-3/28 – Amendment to Contract – Pioneer Technology – Municipal Court
- 22-067-3/28 – Maintenance Contract w/ Lake Business Products – Municipal Court
- 22-068-3/28 – ODOT Cooperative Purchase – Sodium Chloride (Rock Salt)
- 22-069-3/28 – Dispatch Services Agreement – Medina Township Police
- 22-070-3/28 – Dispatch Services Agreement – Medina Hospital LST
- 22-071-3/28 – Dispatch Services Agreement – Montville Township Police
- 22-072-3/28 – Install Flashing Yellow Solar Road Signs – Sugarhouse/57/Lexington Ridge
- 22-073-3/28 – Accept Donation – Rademacher Family
- 22-074-3/28 – Bids – Job #1130 – 2022 Concrete Street Repair
- 22-075-3/28 – Bids – Job #1131 – 2022 Concrete Pavement Joint Sealing
- 22-076-3/28 – Bids – Job #1132 – 2022 Pavement Marking Program

3/28/22



**REQUEST FOR COUNCIL ACTION**

No. RCA 22-064-3/28

FROM: MEDINA MUNICIPAL COURT

Committee: Finance

DATE: MARCH 11, 2022

SUBJECT: 2017 Ford Explorer Cruiser Donated by the Medina County Sheriff and Board of County Commissioners of Medina County

**SUMMARY AND BACKGROUND:**

Medina Municipal Court respectfully requests the City Council to accept 2017 Ford Explorer Cruiser VIN 1FM5K8AR0HGD06528 donated from Sheriff Terry Grice and Medina County Sheriff Department.

The total value of this vehicle is \$3,400 and approximately 134,045 mileage.

Resolution No. 22-0176 from the Board of County Commissioners of Medina County is attached.

This vehicles primary use with Medina Municipal Court will consist of home/field visits of individuals sentenced to a term of probation as well as participation in the Veteran's Treatment Court.

**Estimated Cost:**

**Suggested Funding:**

- sufficient funds in Account No. 001-0705-53314
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: NO

Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**REGULAR MEETING – TUESDAY, MARCH 8, 2022**

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Colleen M. Swedyk

William F. Hutson

Stephen D. Hambley

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hutson.

**RESOLUTION NO. 22-0176**

**APPROVING THE DONATION OF A SHERIFF CRUISER TO THE CITY OF MEDINA FOR USE BY MEDINA MUNICIPAL COURT PROBATION DEPARTMENT**

**WHEREAS**, the Medina County Sheriff Office is requesting to have a 2017 Ford Explorer cruiser, vin number 1FM5K8AR0HGD06528 declared as excess property, and

**WHEREAS**, the Medina County Sheriff would like to now donate this vehicle, at an estimated value of \$3,000.00, to the City of Medina for the primary use by the Medina Municipal Court Probation department, and

**WHEREAS**, the vehicle stripping and markings as well as the equipment of lights, sirens, and console have all been removed from the vehicle; the cage will be included in the donation at a value of \$400 dollars, and

**WHEREAS**, the Board of County Commissioners, under O.R.C. 307.12 (D), finds by resolution that regardless of the property's value, the board may sell or donate county personal property, including motor vehicles, to the federal government, the state, any political subdivision of the state, or a county land reutilization corporation without advertising or public notification, and

**WHEREAS**, the Medina Municipal Court is political subdivision of the state of Ohio and is interested in accepting the decommissioned cruiser donation.

**NOW, THEREFORE, BE IT RESOLVED** by this Board of County Commissioners that the 2017 Ford Explorer should be donated to the City of Medina for the primary use of the Medina Municipal Courts probation department.

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-065-3/28

FROM: Medina Municipal Court

Committee: Finance

DATE: March 11, 2022

SUBJECT: Ohio Law Enforcement Body Armor Program

**SUMMARY AND BACKGROUND:**

Medina Municipal Court respectfully requests Medina City Council approval to apply and receive through Ohio Law Enforcement Body Armor Program grant money to purchase body armor vests.

These vests will be purchased from Galls for Deputy Bailiff

- Patty Lavery
- Nathan Janus
- Steve McBride
- Robert Gabriel
- Ray Bulka

Cost approximately \$3,995.00

**Estimated Cost:**

**Suggested Funding:001-0705-51131**

- sufficient funds in Account No.
- transfer needed from Account No.  
to Account No.
- NEW APPROPRIATION needed in Account No.

**Emergency Clause Requested: NO**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

# REQUEST FOR COUNCIL ACTION

RCA  
No. 22-066-3/28

FROM: Medina Municipal Court

Committee: Finance

DATE: March 11, 2022

SUBJECT: Amendment to Sept 18, 2017 Benchmark Software License Agreement between Pioneer Technology Group, LLC and Medina Municipal Court

## SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully requests Medina City Council to authorize an amendment to the existing contract between Pioneer Technology Group, LLC and Medina Municipal Court.

This amendment will add the ability for the current case management system to allow text notifications.

Cost \$10,500

Annual Fee \$254

Pending Law Director's approval.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No. 167-0705-52215
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: NO

Reason:

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COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



**AMENDMENT to the  
September 18, 2017, Benchmark Software License Agreement between  
Pioneer Technology Group, LLC and Medina Municipal Court**

This Amendment No. 1 ("*Amendment*") to the Benchmark Software License Agreement ("*Agreement*") by and between Pioneer Technology Group, LLC ("*PTG*") and Medina Municipal Court ("*Medina*") is made and entered into the date both parties sign this agreement.

All capitalized terms not defined in this Amendment have the meanings given to them in the Agreement.

The parties agree to amend the Agreement as follows:

1. Pioneer will configure the following functionality in Benchmark:
  - a. Ability to send text notifications to parties.
  - b. Integrated nCourt link in payment reminder text messages. Gives parties the ability to make payments online from the text message link.

Except as expressly modified herein, all terms and conditions of the original Agreement and subsequent Amendments or Addendums shall remain in full force and effect.

*IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives as of the date first above written.*

**MEDINA:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**PIONEER TECHNOLOGY GROUP:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**EXHIBIT A: FEES**

<b>Benchmark E Services Package</b>	
<b>Includes</b>	<b>Amount</b>
<b>E Services Setup Fee</b> <ul style="list-style-type: none"> <li>• <i>Text notifications license and configuration</i></li> <li>• <i>Integrated online payments if applicable (nCourt)</i></li> </ul> <p align="center"><i>nCourt payments processing fees paid by parties</i></p>	<b>\$10,500</b>
<b>Annual Texting Fees</b> <i>(based on an estimated 25,000 texts per year, see texting fees chart for details)</i>	<b>\$254</b>

<b>Annual Texting Fees (Outbound Only)</b>	
<b>Text Segments (up to)</b>	<b>Annual Cost</b>
25,000	\$254
50,000	\$507
100,000	\$1,013
125,000	\$1,266
150,000	\$1,519
200,000	\$2,025
250,000	\$2,532
300,000	\$3,038

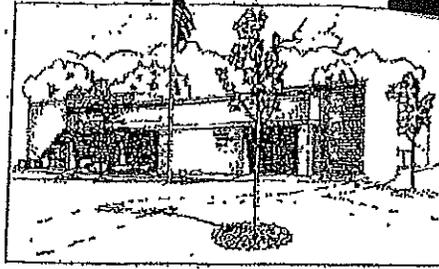
DALE H. CHASE  
Judge

CHARLES T. LAWRIE  
Chief Magistrate

LINDA A. LEGGETT  
Magistrate

LORI A. HENRY  
Court Administrator

CARL E. MEDING  
Bailliff



**MEDINA MUNICIPAL COURT**

E-Mail: [munc@medinamunicipalcourt.org](mailto:munc@medinamunicipalcourt.org)  
Internet: [www.medinamunicipalcourt.org](http://www.medinamunicipalcourt.org)

Medina, Ohio

Medina (330) 723-3287  
Brunswick (330) 225-3047  
Fax (330) 225-1108

MARIROSE POWER  
Chief Probation Officer

Probation  
Medina (330) 723-7313  
Brunswick (330) 225-0217  
Fax (330) 723-6915

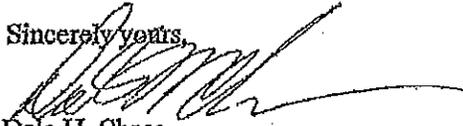
June 14, 2017

Kelth Dirham  
City of Medina Finance Director  
132 North Elmwood Avenue  
Medina, Ohio 44256

Dear Mr. Dirham:

Enclosed please find a Judgment Entry directing the payment of funds from two Medina Municipal Court special projects accounts for purchase of the Medina Municipal Court case management system.

Sincerely yours,

  
Dale H. Chase,  
Judge

dhe/kak  
cc: Nancy Abbott, Clerk of Court

**Serving Medina County**

Brunswick  
Brunswick Hills

Chatham  
Chippewa Lake

Oranger  
Hinkley

Lafayette  
Litchfield

Liverpool  
Medina

Medina Township  
Montville

Spencer  
Spencer Township

York Township

IN THE MEDINA MUNICIPAL COURT  
MEDINA COUNTY, OHIO

IN RE:  
CASE MANAGEMENT SYSTEM

JUDGMENT ENTRY

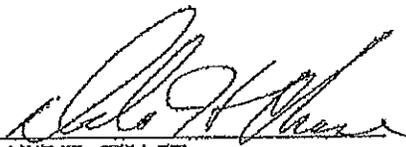
Pursuant to R.C. § 1901.26(B) the Court authorizes the purchase of a case management system and all associated hardware and software from Pioneer Technology Group (1100 Central Park Drive, Suite 100, Sanford, Florida 32771) upon execution of a contract between Pioneer Technology Group and Nancy L. Abbott, Clerk of Court, to be paid from the Medina Municipal Court special projects funds accounts numbers 169-0705 and 168-0705.

Upon receipt of the invoice(s) from Pioneer Technology Group and approval of same by the Clerk of Court, the balance of funds in account 168-0705 as of the end of the month preceding receipt of the invoice(s) shall first be applied to the invoice(s), and thereafter the balance of the invoice(s) shall be paid from account 169-0705.

The total amount paid from account 169-0705 shall be reimbursed to that fund from account 168-0705 in semi-annual payments of the balance in account 168-0705 on June 1 and December 1 of each year beginning June 1, 2018, and continuing until reimbursed in

full.

IT IS SO ORDERED.

  
DALE H. CHASE,  
JUDGE

2017 JUN 14 PM 4:13

FILED  
MEDINA MUNICIPAL COURT



508611

#1810

DELIVER TO: Pioneer Technology Group  
 100 Central Park Drive, Suite 100  
 CHARGE TO JOB NO. Sanford FL 32771 P00399  
 DATE: 12-7-17

QUANTITY	SHOPKEEPER: PLEASE SUPPLY	PRICE	AMOUNT
1	Case Management System		
2			
3	168-0705-54413 CaseMgt Sys. - equip.		187,500
4			
5	169-0705-54413 CT Spc prog - equip.		209,000
6			
7	Auditor website ✓ <sup>1</sup> d @		
8	WQ + PED rec'd 12/17/17		
9			

PRICED BY: EXTENDED BY: CHECKED BY: ENTERED BY: SIGNED: *[Signature]*

contract between Pioneer Technology Group and Nancy L. Abbott, Clerk of Court, to be paid from the Medina Municipal Court special projects funds accounts numbers 169-0705 and 168-0705.

Upon receipt of the invoice(s) from Pioneer Technology Group and approval of same by the Clerk of Court, the balance of funds in account 168-0705 as of the end of the month preceding receipt of the invoice(s) shall first be applied to the invoice(s), and thereafter the balance of the invoice(s) shall be paid from account 169-0705.

The total amount paid from account 169-0705 shall be reimbursed to that fund from account 168-0705 in semi-annual payments of the balance in account 168-0705 on June 1 and December 1 of each year beginning June 1, 2018, and continuing until reimbursed in full.

IT IS SO ORDERED.

*[Signature]*  
 DALE H. CHASE,  
 JUDGE

2017 JUN 14 PM 4:13  
 FILED  
 MEDINA MUNICIPAL COURT

ORDINANCE NO. 117-20

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND TRANSFERS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Finance Director is hereby authorized to make the following fund transfers:

- \$38,500 from #168 Case Management System Fund to #169 Court Special Projects Fund. (This transfer is part of the Judgement Entry dated June 14, 2017, from Judge Dale Chase – see attached)

SEC. 2: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: June 23, 2020

SIGNED: *John McQuitt*  
President of Council

ATTEST: *Kathy Patton*  
Clerk of Council

APPROVED: June 23, 2020

SIGNED: *Dr. Hamwell*  
Mayor

*Yearly fee  
50,000 -*

ORD. 117-20

IN THE MEDINA MUNICIPAL COURT  
MEDINA COUNTY, OHIO

IN RE:  
CASE MANAGEMENT SYSTEM

JUDGMENT ENTRY

Pursuant to R.C. § 1901.26(B) the Court authorizes the purchase of a case management system and all associated hardware and software from Pioneer Technology Group (1100 Central Park Drive, Suite 100, Sanford, Florida 32771) upon execution of a contract between Pioneer Technology Group and Nancy L. Abbott, Clerk of Court, to be paid from the Medina Municipal Court special projects funds accounts numbers 169-0705 and 168-0705.

Upon receipt of the invoice(s) from Pioneer Technology Group and approval of same by the Clerk of Court, the balance of funds in account 168-0705 as of the end of the month preceding receipt of the invoice(s) shall first be applied to the invoice(s), and thereafter the balance of the invoice(s) shall be paid from account 169-0705.

The total amount paid from account 169-0705 shall be reimbursed to that fund from account 168-0705 in semi-annual payments of the balance in account 168-0705 on June 1 and December 1 of each year beginning June 1, 2018, and continuing until reimbursed in full.

IT IS SO ORDERED.

  
DALE H. CHASE,  
JUDGE

2017 JUN 14 PM 4:13

FILED  
MEDINA MUNICIPAL COURT

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-067-3/28

**FROM:** Medina Municipal Court

**Committee:** Finance

**DATE:** March 11, 2022

**SUBJECT:** Maintenance Contract with Lake Business Products

**SUMMARY AND BACKGROUND:**

Medina Municipal Court respectfully requests Medina City Council's approval to enter into a maintenance agreement with Lake Business Products to replace existing copiers and extend current service contract.

Pending Law Director's approval.

Contract and Agreement are attached to RCA

**Estimated Cost:**

**Suggested Funding:**

- sufficient funds in Account No. 001-0705-53321
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

**Emergency Clause Requested:**NO

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**



**Contract Acknowledgement in lieu of Purchase Order**

I, \_\_\_\_\_, as an authorized agent of \_\_\_\_\_ am making  
*(Purchasing Agent Name)* *(Agency Name)*

the attached *purchase / lease / rental* as specified in agreement \_\_\_\_\_ under the  
*(circle procurement type)* *(Purchase Agreement Number)*

terms and conditions of State/Association Contract Number 800901  
*(State/Association Contract Number)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CONTRACT TERMS AND CONDITIONS

1. All reference made to Lake Business Products, Inc. (LBP) will apply to LBP and all its Subsidiaries.
2. LBP Inc. agrees to perform service, to include labor and parts required in the operation of the Customer's copier equipment, for the term of the contract from the effective contract date, with respect to the equipment identified on the reverse side and/or attached schedule hereof, in accordance with the following terms and conditions. This contract represents the entire agreement between the parties and is a non-cancelable/irrevocable contract. This contract cannot be canceled or terminated.
3. Any modifications to this contract require prior approval from an officer of LBP. The equipment contained on the reverse side hereof must be in good condition on the commencement date of this contract. Customer agrees to pay LBP in addition to the amount shown on the reverse side hereof, for parts and labor required to place the equipment in such condition unless covered under applicable warranties. LBP will supply to the Customer all labor, parts and toner required in the operation of Customer's copier equipment for the contract term stated on this contract from the effective contract date. In consideration thereof, the Customer agrees to pay LBP at the indicated schedule on the front of this contract. A single meter impression is defined as one impression per side for a copy or print up to 8 1/2" x 14". Any copy or print larger than this will be charged two meter impressions per side. Equipment may be added and/or removed from this contract with written notice. Should equipment be added, the cost of the contract may increase. All equipment models using the same supplies must be included (or excluded) on this contract. LBP reserves the right to charge back for page counts, on any copier that has not previously been accounted for, at the rate of the current contract.
4. Connectivity Support covers connectivity, network and application issues due to an equipment move, internet service provider change, email provider change, password change, computer change or addition, or setup of additional functionality not configured at the installation of the device (ID codes, scan to email/folder/cloud, or print drivers). Should the Customer elect to opt out of Connectivity Support, connectivity, network and application issues will be covered for only the first 30 days from installation. LBP is not responsible for ongoing IT support pertaining to connectivity, networking and application issues, mentioned above, beyond the initial 30 days.
5. This contract shall be reviewed annually by LBP and is subject to annual increases. Pricing may be adjusted to LBP contract rates in effect at the time of applicable annual review. At times other than the anniversary date, LBP has the right to increase the current cost of the contract with 30 days written notice. In addition, LBP may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
6. Liquidated Damages: In the event of Customer's default or upon his election and the subsequent termination of this agreement, Customer promises to pay LBP the following amounts as liquidated damages (and not as a penalty) for the breach hereof: A) Any unbilled base amounts for the remaining unbilled periods per the terms of the original contract. B) Non base cost per copy contracts, the average monthly volume(s) times the remaining unbilled periods per the terms of the original contract. C) Any overage amounts for remaining unbilled periods per the terms of the original contract. Non base cost per copy and overage amounts (if any) will be estimated and billed using average monthly volumes from acquired meter histories for each piece of equipment if actual final meters cannot be obtained.
7. Default: If Customer shall default in the performance of any obligation hereunder, and such default remains uncured after seven (7) days notice thereto, LBP may terminate this contract and charge the Customer according to the formula contained in paragraph 6 above.
8. Disclaimer: LBP expressly disclaims any duty as an insurer of the equipment herein and Customer shall pay for all costs of repair and parts or replacement of the equipment made necessary by, specifically but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Customer or Customer's agents and/or service conducted by personnel other than those of LBP. LBP will not assume any liability for any conditions arising from electrical circuitry external to the equipment and equipment line cord, nor is any external electrical work covered under this agreement. LBP will not be responsible for any parts or labor required to repair damage to the equipment caused by electrical surge, brown outs, noise, spikes or power fluctuations.
9. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains in LBP until said supplies are consumed to the extent they may not be further utilized in the copy making process. In the event of Customer's default or cancellation of this contract, all such supplies and consumable parts shall be returned to LBP on demand. Additionally, LBP reserves the right to charge the Customer a prorated amount for any unused portion of drum remaining. The proration shall be established by using the following formula: LBP retail drum price / manufacturers specification recommended drum volume x actual remaining drum volume = prorated amount.
10. This contract is not assignable or transferable without prior written consent of LBP.
11. Complete Agreement: The Customer specifically agrees that no other representations, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied in the making of this contract.
12. This contract does not include purchase, delivery or installation charges of the equipment, optional accessories (specifically including the installation) or major modifications to the equipment.
13. LBP shall perform maintenance cleaning, inspections, adjustments, repairs and replace defective parts without additional charge to the Customer, providing such calls are made during normal business hours. Overtime charges, at LBP current rates, will be charged on all service calls performed outside of normal business hours. Normal business hours are herein defined to mean 8:00am-5:00pm, M-F, exclusive of holidays.
14. When the manufacturer's life expectancy of the equipment has been exceeded and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Lake Business Products, Inc. and its subsidiary companies will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the Customer does not authorize such work, Lake Business Products, Inc. and its subsidiary companies may refuse to renew this maintenance agreement for the unit and/or may refuse to continue to service the unit under this maintenance agreement, furnishing service only on a "Per Call" basis.
15. Customer will allow LBP to collect meter readings in accordance with this agreement. Meter readings on all connected/networked equipment will be collected electronically via print management software installed on the equipment or at the customer location. For non-connected/non-networked equipment, LBP will request meter readings via automatic email to the Customer and it is the Customer's responsibility to submit the meters readings to LBP. Should the Customer not be able to receive emails, LBP will fax a meter reading request to the Customer in which case the Customer must supply the meter readings to LBP. The Customer agrees to provide current and correct meter readings by the expected due date to insure accurate and timely billings. If the Customer does not report meter readings upon receipt of the meter reading request or the submitted meter readings are inaccurate, LBP will calculate estimated meter readings based on equipment average monthly usages and bill the Customer in accordance to the frequency contracted for. LBP may assess an additional surcharge to offset administrative costs should phone calls need to be made to the Customer to obtain meter readings due to Customer's failure to report meter readings.
16. ~~Attorney's Fees: The Customer shall pay all LBP costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against the Customer, including reasonable attorney's fees, whether or not a suit be brought.~~ R.H.
17. Certain copiers must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operators Manual. The Customer shall ensure that the copier is placed in an area that conforms to these requirements. This maintenance agreement does not cover service necessitated by malfunctions of parts, attachments and/or software packages not supplied by or through LBP or by use of operating supplies which are not compatible with the equipment. The Customer shall use only those supplies provided by Lake Business Products, Inc. in the equipment.
18. The Customer agrees to pay all invoices tendered for supplies and/or services performed and/or parts installed on equipment hereof on the reverse side, when said services are performed in advance of payment by the Customer. All invoice terms are "Due Upon Receipt". All past due invoices are subject to late fees of 1.5% of unpaid balance, not to exceed 18% per annum. LBP has the right to terminate this maintenance agreement and discontinue service in the event the Customer becomes delinquent in payment.
19. LBP shall furnish all supplies (except paper, cartridge staples) on supply inclusive contracts, to the equipment identified on the reverse side and/or attached schedule, to be delivered at accepted intervals in quantities, as usage history dictates, as determined by LBP with additional deliveries as required. LBP reserves the right to charge the Customer for supplies ordered in excess of levels dictated by average billing period volumes and manufacturer specifications and/or yields. Shipping for maintenance agreements that include supplies will be via UPS Ground next day/second day air. All other shipping methods such as rush orders, messenger and etcetera, will be billed to the Customer and may include special processing charges.
20. LBP Customer Service Engineers do not carry or deliver consumable supplies (toner, developer etc.). It is the Customer's responsibility to have the necessary supplies available for the Customer Service Engineer's use.
21. LBP will not be responsible for replacing or paying for replacement of any data, memory, or information, which is lost, altered, or damaged while stored in equipment. In no event will LBP be liable for lost profits or other consequential damages even if LBP has been advised of the possibility of such damages or for any claim against the Customer by any other party.

Customer Acceptance (Initial) \_\_\_\_\_

Date \_\_\_\_\_

Rev 010120

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: (a) the higher of 10% of the Payment which is late or \$20.00; or (b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on you (except on your income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied; at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT:** YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase or return the Equipment, you will return it to the location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **SECURITY DEPOSIT:** You will pay any security deposit on the date you sign this Agreement; you grant us a security interest in the security deposit. In the event this Agreement is not fully completed or is in default, the security deposit will be retained by us to compensate us for our processing and other expenses. The security deposit is non-interest-bearing, and it or a part may be applied by us to satisfy any amount owed to us by you, in which event you will promptly restore the security deposit to its full amount. If you fully comply with all conditions herein and you have never been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 8 or when we are fully paid.

10. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

11. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

12. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

13. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

14. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee up to \$5.00 per asset to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of clicks/prints shown on page 1 for each applicable click/print type. Regardless of the number of clicks/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable average charge for each metered click/print that exceeds the applicable minimum number of clicks/prints. Clicks/prints made on equipment marked as not financed under this Agreement will be included in determining your click/print and average charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the average charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

## imageRUNNER ADVANCE DX



### Proposed Solution Financials:

1. 1x Canon imageRUNNER ADVANCED DX 4745I  
Features Include: Print speed of upto 45 PPM, 2,450-sheet High-Capacity Cassette Feeder, 2,700-sheet Paper Deck, Staple Finisher, Multi-purpose Tray, Automatic Document Feeder, By-Pass Tray, Cabinet, Fax, Print, & Scan (Up to 11x17)
2. 1x Canon imageRUNNER ADVANCED DX 527iF  
Features Include: Print speed of upto 55 PPM, 2450-sheet High-Capacity Cassette Feeder, Multi-purpose Tray, Automatic Document Feeder, By-Pass Tray, Wheeled Stand, Print, & Scan
3. 2x Canon imageCLASS X 1643iF  
Features Include: Print speed of upto 45 PPM, Multi-purpose Tray, Automatic Document Feeder, By-Pass Tray, Print, & Scan
4. 6x UniFLOW Online Subscriptions  
Features Include: Cloud-Based printing, scanning, and accounting

Lease – 60 months *FMV* - \$399.00/mo.

### Maintenance and Supplies

Mono Service Rate: \$0.0089/print

\*Rates for all equipment above

The imageRUNNER Service maintenance agreement includes:

- Delivery, Installation, & Staff Training
- Toner, Parts, Labor, Travel, & Preventative Maintenance
  - Excludes Paper & Staples
- 7-Year Service Guarantee

If you have any questions, please contact me at (440) 506-7553 or [cschultz@lakebusiness.com](mailto:cschultz@lakebusiness.com).

Sincerely,

Caleb Schultz  
Account Manager



Customer Care Agreement

APPLICATION NO.

AGREEMENT NO.

653 Miner Road • Highland Heights, OH 44133 • Phone: 440.953.1199 • Fax: 440.975.2278

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Lake Business Products, Inc.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED. Lists Canon imageRUNNER and uniFLOW equipment.

See attached Schedule A / See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Form with fields for number of payments, amount, security deposit, and overage charges for B&W clicks and prints.

By signing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 14 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Signature line for Lake Business Products, Inc. with fields for SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature line for MEDINA MUNICIPAL COURT with fields for SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. # PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Signature line for MEDINA MUNICIPAL COURT with fields for SIGNATURE, TITLE, ACCEPTANCE DATE, and PRINT NAME.

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing...



## Equipment Removal Form

*For all equipment trade-ins, lease returns, and removals.*

<b>Customer</b>	<b>Leasing Company</b>
MEDINA MUNICIPAL COURT 135 N ELMWOOD AVE MEDINA, OH 44256-1878 (330) 723-3287	LBP Leasing     (330) 225-1108

**Removal Details**

Removal Date	Upon Delivery
Lease Copy?	<input type="checkbox"/> (check)
Letter of Intent?	<input type="checkbox"/> (check)

Equipment Detail				
Make	Model	Serial	End Meter	Notes
Canon	47451	UMV02346	526,346	

<b>Reason for Removal</b>	<b>Additional Comments</b>
---------------------------	----------------------------

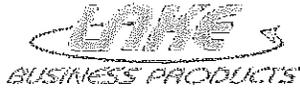
- 1. Customer Owned Trade In**
- The Customer's signature below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to Lake Business Products.
- 2. Lease Return-Unit to be returned to leasing company (check A, B, C or D below)**
- 3. Lease Return-Unit trade in to Dealer (check A, B, C or D below)**
- A. Buyout to be paid by Dealer to the leasing company
- B. Buyout to be paid by Dealer to the customer who will pay the leasing company\*
- C. Buyout to be paid by the customer directly to the leasing company
- D. NO remaining lease payments
- 4. Customer to provide Lake Business Products with Lease Return Instructions.**

<b>Customer Acceptance</b>	
Authorized Signature	Date

The Buyout/Trade-In Check to you, the Customer, is intended to offset the costs of canceling the contract with the existing Lease Vendor. Your Company is solely responsible for any previous contract. The Customer's signature acknowledges that the said equipment is leased from the above named Leasing Company and that the remittance and disposition, as indicated above, of said equipment and its condition will fulfill its contractual obligations under the lease. Dealer is not responsible for any additional charges unless specifically noted. In case of option A and B, above, Dealer requires a copy of the Front and Back of the lease document. The Customer is responsible for notifying the Vendor with a "Letter of Intent" to return the equipment per the terms of the original lease and then provides Dealer with the return shipping instructions.

- Dealer agrees to pay the agreed upon with in 45 business days after customer's verification of installed and functional equipment from Dealer.
- Dealer agrees to store equipment at customer's request for a period not to exceed 90 days from date equipment is removed from customer's location. After 90 days customer agrees to pay Dealer normal storage fees until equipment is shipped back to leasing company.
- Dealer is not responsible for damaged or stolen equipment. Customer needs to maintain insurance coverage on equipment until received by leasing company or their agent.
- Dealer is not responsible for serial numbers not listed on original documents.

Only available if Lake Business Products is the original vendor  
Lease Return Letter Required



### Maintenance Contract

<b>MEDINA MUNICIPAL COURT</b> Company Name 135 N ELMWOOD AVE Equipment Location Address MEDINA, OH 44256-1878 City, State, Zip (330) 723-3287 Phone Number Meter Contact Meter Contact Phone Number	<b>MEDINA MUNICIPAL COURT</b> Billing Company Name (if different) 135 N ELMWOOD AVE Billing Address (if different) MEDINA, OH 44256-1878 City, State, Zip Purchase Order Number Meter Contact Email Address Meter Contact Fax Number
<b>Supplies Included:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>(Inks, developers, masters, paper, staple cartridges, cutting cartridges, fax cartridges, print heads and consumables are not included in the contract.)</i>	
<b>CONTRACT INCLUDED IN "Customer Care Agreement":</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>Commencement Date:</b> _____	

Model Number	Serial Number	ID Number	Meter Reading
1x IR ADV. DX 4745i	_____	_____	_____
1x IR ADV. DX 527iF	_____	_____	_____
2x IC X 1643iF II	_____	_____	_____

SEE ATTACHED ADDENDUM

In consideration thereof, the customer promises to pay Lake Business Products at the indicated schedule(s) below.

<b>B&amp;W Base</b> \$ _____ Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	<b>Billed:</b> M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	<b>B&amp;W Prints Included:</b> _____ Per: MO <input type="checkbox"/> YR <input type="checkbox"/>
<b>B&amp;W Overages</b> \$ _____	<b>Billed:</b> M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	
<b>Color Base</b> \$ _____ Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	<b>Billed:</b> M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	<b>Color Prints Included:</b> _____ Per: MO <input type="checkbox"/> YR <input type="checkbox"/>
<b>Color Overages</b> \$ _____	<b>Billed:</b> M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	

<b>B&amp;W Base</b> \$ 89.00 Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>	<b>Billed:</b> M <input type="checkbox"/> Q <input checked="" type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	<b>B&amp;W Copies Included:</b> 10000 Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>
<b>B&amp;W Overages</b> \$ 0.0089 Per: _____	<b>Billed:</b> M <input type="checkbox"/> Q <input checked="" type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	

<b>B&amp;W Base</b> \$ _____ Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	<b>Billed:</b> M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	<b>B&amp;W Prints Included:</b> _____ Per: MO <input type="checkbox"/> YR <input type="checkbox"/>
<b>B&amp;W Overages</b> \$ _____	<b>Billed:</b> M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	
<b>Color Base</b> \$ _____ Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	<b>Billed:</b> M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	<b>Color Prints Included:</b> _____ Per: MO <input type="checkbox"/> YR <input type="checkbox"/>
<b>Color Overages</b> \$ _____	<b>Billed:</b> M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	

<b>B&amp;W Base</b> \$ _____ Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	<b>Billed:</b> M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>
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**Contract/Unit Support:**  
 Base: 1-5 Units (\$10.00/unit/mo) \$ \_\_\_\_\_  Decline: Time and Material. \$150 per hour for on-site support or \$75 per hour for remote support.  
 Base: 6-10 Units (\$55.00/mo) \$ \_\_\_\_\_ Base: 11+ Units \$ \_\_\_\_\_

**Term:** 12 MOS  24 MOS  36 MOS  48 MOS  60 MOS  OTHER  \_\_\_\_\_

**Special Instructions:** \_\_\_\_\_

**Customer Decline**

A Maintenance Contract is not desired. Lake Business Products has requested to provide service, parts, and supplies on a per call basis at Lake Business Products' prevailing rate at the time service and/or supplies are requested.

Customer Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Customer Acceptance**

The Maintenance Contract, consisting of the terms and conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures.

Customer Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_



## Nino Piccoli

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**From:** Collins, Tina <Tina.Collins@dot.ohio.gov>  
**Sent:** Wednesday, March 16, 2022 7:25 AM  
**To:** Nino Piccoli  
**Cc:** Alatsis, Dean; Rounds, Robert; Vankirk, Todd; Krafft, Nicholas; DOT Contracts Purchasing  
**Subject:** ODOT 2022-2023 Salt Contract Participation (018-23)

Dear Political Subdivisions,

There are three parts to this email, please read entire message prior to submitting tonnage requests.

1 - The Department will begin accepting electronic forms and resolutions for the ODOT WINTER SALT CONTRACT (018-23) participation through the ODOT website beginning today Wednesday, March 16, 2022.

All orders will be based on the electronically submitted tonnages submitted from the Salt Resolution/Ordinance Participation Form on our website at:  
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Salt-Winter.aspx>. The deadline to submit your electronic form AND signed salt-specific Resolution/Ordinance through the website will be **Friday, April 29th, 2022.**

Upon receipt of this form you will receive a confirmation message, like the sample shown below, the confirmation will be your receipt to verify the tonnage submitted. If you do not receive this confirmation please contact ODOT immediately.

### Sample Submission Receipt

The Ohio Department of Transportation has received your Salt Participation/Ordinance form for Adams Township in Adams County consider this email receipt of your requested tonnage. Resolutions are also required to participate in this contract.

#### **Adams - Adams Township**

Authorized Person: Tina Collins  
Contact for Ordering: Tina Collins  
Telephone Number: 9999999999  
Email Address: [tina.collins@dot.ohio.gov](mailto:tina.collins@dot.ohio.gov)

**Tons Requested: 9999**

If you have any questions or if any of the submitted information is incorrect please contact [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov).

\*\*\* NOTE: Receipt of this email ensures we have received your submission.

Thank you for your participation.

### 2 - Resolution Link -

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/SaltResolution-ODOT.docx>

### 3 - Note on 2021-2022 Contract Tonnages -

## Nino Piccoli

---

**From:** Office of Contracts <Do.Not.Reply@dot.state.oh.us>  
**Sent:** Wednesday, March 16, 2022 9:39 AM  
**To:** Nino Piccoli  
**Subject:** ODOT Salt Participation/Ordinance Submission Receipt

**Participation Form Submitted for City of Medina on 3/16/2022 9:39:13 AM**

The Ohio Department of Transportation has received your Salt Participation/Ordinance form for **City of Medina in Medina County**. Thank you for submission. Please verify the following information for accuracy and consider this email receipt of your requested tonnage. Resolutions are also required to participate in this contract.

**Medina - City of Medina**

Authorized Person: Nino Piccoli  
Contact for Ordering: Nino Piccoli  
Telephone Number: 3303502857  
Email Address: npiccoli@medinaoh.org

***Tons Requested: 2100***

If you have any questions or if any of the submitted information is incorrect please contact [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov).

\*\*\* NOTE: Receipt of this email ensures we have received your submission.

Thank you for your participation.

## Nino Piccoli

---

**From:** Office of Contracts <Do.Not.Reply@dot.state.oh.us>  
**Sent:** Wednesday, March 16, 2022 9:39 AM  
**To:** Nino Piccoli  
**Subject:** ODOT Salt Participation/Ordinance Submission Receipt

**Participation Form Submitted for City of Medina on 3/16/2022 9:39:13 AM**

The Ohio Department of Transportation has received your Salt Participation/Ordinance form for **City of Medina in Medina County**. Thank you for submission. Please verify the following information for accuracy and consider this email receipt of your requested tonnage. Resolutions are also required to participate in this contract.

**Medina - City of Medina**

Authorized Person: Nino Piccoli  
Contact for Ordering: Nino Piccoli  
Telephone Number: 3303502857  
Email Address: npiccoli@medinaoh.org

***Tons Requested: 2100***

If you have any questions or if any of the submitted information is incorrect please contact [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov).

\*\*\* NOTE: Receipt of this email ensures we have received your submission.

Thank you for your participation.

## Bid Tab and ITB Listing for Current Purchasing Contract:

Invitation No	Commodity	DtBegin	Exp Dt	Supt Office	Award Tab	Coop
018-22	Rock Salt (Sodium Chloride) for the 2021-22 Winter Season	5/25/2021	4/30/2022	Maintenance Mgmt	018-22	Yes

**DEADLINE TO SUBMIT SALT 2022-2023 RESOLUTION/ORDINANCE PARTICIPATION FORM: FRIDAY, APRIL 29<sup>th</sup> (Updated**

At this time, we have not made any decision on the POST or OPEN date of the next salt contract.

Local Municipalities have inquired about the current deadlines to submit your salt requests and resolutions. A decision on whether to extend this date understand that it may not be possible for Local Municipalities to meet and obtain a signed resolution by the April 29<sup>th</sup> deadline. ODOT will work those Local Municipalities to obtain a signed resolution by the deadline. However, we recommend that you submit the requested quantity through the electronic application as soon as you have the information to gather your information and include it with the contract. A signed copy of the resolution should be submitted upon collection of the information.

We recommend that you monitor this site weekly for any updates or possible extensions.

Each Political Subdivision must submit this electronic order form (BELOW) AND attach an approved, completed, and signed Resolution/Ordinance for the ODOT Salt Contract to be eligible for road salt. Upon the Director of ODOT's award of the contract, you will be bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested or

### Link to Required Resolution/Ordinance Language

1) You cannot use previously submitted or approved resolutions/ordinances. No exceptions.

### 2) ALL ORDERS WILL BE BASED ON THIS ELECTRONIC SUBMISSION

By submitting the electronic participation form below AND attaching a completed and signed Resolution/Ordinance (link above) for the ODOT Salt Contract (018-22 bidding opportunity for road salt and, upon the Director of ODOT's award of the contract, bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested or

### 3) Submission Receipt

Each Political Subdivision will receive a "submission receipt" via email verifying submitted tonnages. It is each Political Subdivision's responsibility to verify this information is correct.

### 4) HOW TO MAKE CHANGES TO AN ALREADY SUBMITTED PARTICIPATION FORM

If you need to make any changes to your information after it has already been submitted, you must do so by no later than **5:00 PM on Friday, April 29th, 2022**. If you must re-submit the ENTIRE FORM WITH ALL INFORMATION FILLED OUT (including attached resolution/ordinance) and it will automatically overwrite the previous submission.

## Salt Resolution/Ordinance Participation Form

Thank you for your submission.

**County:** Medina

**Political Subdivision:** City of Medina

**Authorized Person:** Nino Piccoli

**Authorized Person Email:** npiccoli@medinaoh.org

**Ordering Contact:** Nino Piccoli

**Ordering Contact Email:** npiccoli@medinaoh.org

**Ordering Contact Phone:** 3303502857

**Billing Contact:** Nino Piccoli

**Billing Contact Email:** npiccoli@medinaoh.org

**Billing Address (Include CSZ):** 132 N. Elmwood Ave Medina, Ohio 44256

**Tons Requested:** 2100

**1st Stockpile Address - Include Zip:** 781 West smith Road Medina, Ohio

The Ohio Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223  
Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | [Privacy Statement](#) | [Feedback](#) | [Ohio.gov](#)

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-069-3/28

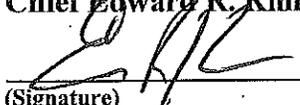
Committee

*Finance*

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

Mayor's Initials:

\_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

Guidelines: See information on back of form

**Date:** 3/21/21

**Subject: Agreement for Dispatch Services with Medina Township Police Department**

**Summary and Background:** Medina Police respectfully ask Council to approve the agreement with Medina Township Police Department for dispatch services commencing on January 1, 2022 through December 31, 2024.

**Estimated Cost:** \$0.0

**Suggested Funding:**

**Sufficient Funds in Account:**

**Transfer Needed From:** n/a      **To:**

**New Appropriation Needed:** No

**Account No:**

**Emergency Clause Requested:**

No  **Yes** If yes, reason: *Previous contract expired on December 31, 2021. Retro to Jan 1, 2022*

**Council Use Only:**

---

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**

**Date:**

## AGREEMENT FOR SERVICE

### I

This Agreement made and entered into this 17 day of March, 2022, by and between the **CITY OF MEDINA**, hereinafter referred to as “the City” and **MEDINA TOWNSHIP**, hereinafter referred to as “the Township”.

### II

The Township’s residents require radio, telephone, and 9-1-1 emergency dispatching and communications services. The Township does hereby engage and retain the City of Medina for the purpose of providing said emergency dispatch and communications services on behalf of the residents of the Township, and the City agrees to provide such services on a twenty-four-hour-a-day, seven-day-a-week basis for the period beginning January 1, 2022 until December 31, 2024. “Dispatch services” for the purpose of this Agreement shall be receiving all messages, including but not limited to personal, telephonic, or written, seeking assistance and forwarding these messages by means of radio on pre-assigned frequencies, or by telephone, or by various paging methods to the personnel on duty for their response and to maintain a tape recording for a minimum of thirty (30) days of all incoming and outgoing calls.

### III

The City agrees to be responsible for the salary paid to police dispatch personnel, as well as any benefits to which dispatch personnel are entitled.

### IV

The City agrees to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to the Township.

### V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City of Medina, in either their official or personal capacity, shall be responsible to the Township nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of City of Medina and/or Township employees while engaged in the performance of their duties.

The City of Medina and City of Medina personnel shall not be responsible to the Township for any loss, injury or damage to equipment or property of the Township or to any employee or member of any department of the Township.

## VI

The only duty of the City of Medina when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

## VII

In consideration of the sum of Seventy Thousand One Hundred Sixty-Nine Dollars (\$70,169) payable in one annual payment, plus additional monies paid by the Township to LST, the City agrees to provide emergency police, fire and emergency medical dispatching services to the Township for the benefit of its residents.

Yearly payment shall be due no later than June 30th each year the fee is due, and shall be payable to the order of the City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256.

The fee for providing dispatch services to the Township shall increase directly in line with the annual hourly wage increase granted by the Medina Police Communication Union contract in 2023 and 2024, but, in no event, more than ten percent (10%) per year.

## VIII

The Township has assumed responsibility for its own Records Management through services to be provided by a third-party vendor, and the City will no longer provide Records Management Services (RMS) to the Township. However, the city will coordinate with the Township and its vendor to facilitate the Township's capture and management of Township records generated from dispatch services provided by the City under this agreement.

## IX

Any operational change that would have an economic impact to the Township will be presented and discussed prior to implementation as between the City and the Township.

## X

This agreement shall be in effect until December 31, 2024. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail, ninety (90) day before the termination date.

XI

This writing embodies the complete agreement between the City and the Township, there being no other promise, expressed or implied, between the City and Township regarding police dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and Medina Township as set forth hereinabove, the City of Medina and Medina Township do agree.

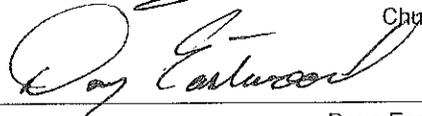
CITY OF MEDINA

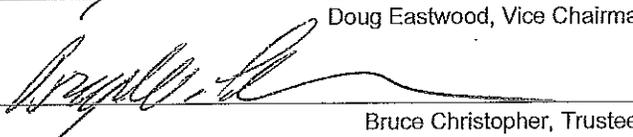
By: \_\_\_\_\_

Dated: \_\_\_\_\_

MEDINA TOWNSHIP

By:  \_\_\_\_\_  
Chuck Johnson, Chairman

By:  \_\_\_\_\_  
Doug Eastwood, Vice Chairman

By:  \_\_\_\_\_  
Bruce Christopher, Trustee

Dated: March 17, 2022

Resolution #: 03172022-023

Approved as to form

Medina County Prosecutor's Office  
S. Forrest Thompson

\_\_\_\_\_

Assistant Prosecutor

\_\_\_\_\_

Emergency Dispatch and Communications Services Agreement resolution

I will move to adopt resolution number 03172022-023 to approve Medina Township entering into the 2022 - 2024 Emergency Dispatch and Communications Services Agreement with the City of Medina and incorporate this three (3) page document by reference.

APPROVED BY MEDINA TWP. TRUSTEES

Date 3-17-2022

Trustee Chm. [Signature]

Trustee [Signature]

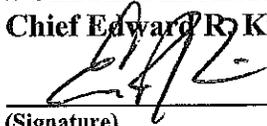
Trustee [Signature]

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-070-3/28

Committee Finance

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

  
\_\_\_\_\_  
(Signature)

Mayor's Initials:  
\_\_\_\_\_

Guidelines: See information on back of form

**Date:** 3/21/21

**Subject: Agreement for Dispatch Services with Medina Hospital Life Support Team**

**Summary and Background:** Medina Police respectfully ask Council to approve the agreement with Medina Hospital Life Support Team for dispatch services commencing on January 1, 2022 through December 31, 2024.

**Estimated Cost:** \$0.0

**Suggested Funding:**

**Sufficient Funds in Account:**

**Transfer Needed From:** n/a      **To:**

**New Appropriation Needed:** No

**Account No:**

**Emergency Clause Requested:**

**No    Yes    If yes, reason:** Previous contract expired on December 31, 2021.

**Council Use Only:**  
\_\_\_\_\_

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**

**Date:**

## AGREEMENT FOR SERVICE

### I

This agreement made and entered into as of the 1st day of January, 2022, by and between the **CITY OF MEDINA**, hereinafter referred to as "the City" and **Medina Hospital, an Ohio non-profit corporation, for its LIFE SUPPORT TEAM**, hereinafter referred to as "LST".

### II

The residents and visitors of the City of Medina, Medina Township, and Montville Township require radio, telephone, and 911 communications "Dispatch Services" to summon medical aid. LST does hereby engage and retain the City for the purpose of providing such services on behalf of the residents and visitors. The City agrees to provide these services on a twenty four hour per day, seven day a week basis for a period from January 1, 2022 until December 31, 2024. "Dispatch Services" for the purpose of this agreement shall be receiving all messages, including but not limited to in-person, telephonic, or written that are seeking medical or health assistance and by forwarding these messages by means of radio on a pre-assigned frequency or by telephone, or by various paging methods to the personnel on duty for their response and to keep a recording of all incoming and outgoing communications. "Dispatch Services" shall also include Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

### III

The City agrees to be responsible for the salary and benefits paid to the dispatch personnel.

### IV

The City and LST agrees to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to LST.

### V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City of Medina, in either their official or personal capacity, shall be responsible to LST nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of City of Medina and/or LST employees while engaged in the performance of their duties.

The City and the City personnel shall not be responsible to LST for any loss, injury, or damage to equipment or property of LST or to any employee or member of LST.

VI

The only duty of the City of Medina when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

VII

In consideration of a sum equal to one-third (33%) of the total operational costs of the City's Communication's Center payable in quarterly installments, the City agrees to provide emergency medical dispatching services for LST in providing services to the residents and visitors of the City of Medina, Medina Township, and Montville Township. The City further agrees to provide and support the Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

VIII

Quarterly payments are due no later than 30 days after the issuance of an invoice reflecting the one-third amount of the previous quarter's Communication Center costs. Payments shall be payable to the order of the City of Medina, 132 N. Elmwood Avenue, Medina, OH 44256.

IX

Any operational change that would have an economic or substantial service impact to LST will be presented and discussed prior to any implementation as between the City and LST.

X

This Agreement shall be in effect until December 31, 2024. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail ninety (90) days prior to the termination date.

XI

This writing encompasses the complete agreement between the City and LST, there being no other promise, expressed or implied, between the City and LST regarding dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and Medina Hospital as set forth hereinabove, the City and LST do agree.

Medina Hospital / LST

City of Medina

By: \_\_\_\_\_  
Name: James Madasz  
Title: COO  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dennis Hanwell  
Title: Mayor, Public Safety Director  
Date: \_\_\_\_\_

 **Cleveland Clinic - Law Department**

This page needs to be retained with the Agreement at all times.

**COMPANY INFORMATION**

CITY OF MEDINA, OHIO  
132 N. ELMWOOD  
MEDINA, OH 44256

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**CONTRACT INFORMATION**

Contract ID: 4266396  
Master Agreement Number:  
Dept Reference No.:  
Contract Description: DISPATCH SERVICES AGREEMENT WITH THE CITY OF MEDINA -  
SUPERSEDES 4165831 EXPIRED 12/31/2021  
Institute: Regional Hospital  
Submitting Dept: MEDINA HOSPITAL  
Contract Amount: \$0  
Dept Contact: DENISE TOROK

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**TERM INFORMATION**

Effective Date: 1/1/2022  
Expiration Date: 12/31/2024  
Term Type: Fixed

---

**LEGAL TEAM INFORMATION**

Attorney: ASHLEY PRIVETT

Paralegal:

Contract approved as to form for: 4266396  
Attorney: PRIVETT, ASHLEY  
By: Privett, Ashley  
Date: 3/15/2022 3:28:31 PM

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-071-3/28

Committee Finance

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

  
\_\_\_\_\_  
(Signature)

Mayor's Initials:  
\_\_\_\_\_

Guidelines: See information on back of form

**Date:** 3/21/21

**Subject: Agreement for Dispatch Services with Montville Township Police Department**

**Summary and Background:** Medina Police respectfully ask Council to approve the agreement with Montville Township Police Department for dispatch services commencing on January 1, 2022 through December 31, 2024.

**Estimated Cost:** \$0.0

**Suggested Funding:**

**Sufficient Funds in Account:**

**Transfer Needed From:** n/a      **To:**

**New Appropriation Needed:** No

**Account No:**

**Emergency Clause Requested:**

**No    Yes    If yes, reason:** Previous contract expired on December 31, 2021.

**Council Use Only:**  
\_\_\_\_\_

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**

**Date:**

## AGREEMENT FOR SERVICE

### I

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF MEDINA**, hereinafter referred to as “the City” and **MONTVILLE TOWNSHIP**, hereinafter referred to as “the Township”.

### II

The Township’s residents require radio, telephone, and 9-1-1 emergency dispatching and communications services. The Township does hereby engage and retain the City of Medina for the purpose of providing said emergency dispatch and communications services on behalf of the residents of the Township, and the City agrees to provide such services on a twenty-four-hour-a-day, seven-day-a-week basis for the period beginning January 1, 2022 until December 31, 2024. “Dispatch services” for the purpose of this Agreement shall be receiving all messages, including but not limited to personal, telephonic, or written, seeking assistance and forwarding these messages by means of radio on pre-assigned frequencies, or by telephone, or by various paging methods to the personnel on duty for their response and to maintain a tape recording for a minimum of thirty (30) days of all incoming and outgoing calls.

### III

The City agrees to be responsible for the salary paid to police dispatch personnel, as well as any benefits to which dispatch personnel are entitled.

### IV

The City agrees to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to the Township.

### V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City of Medina, in either their official or personal capacity, shall be responsible to the Township nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of City of Medina and/or Township employees while engaged in the performance of their duties.

The City of Medina and City of Medina personnel shall not be responsible to the Township for any loss, injury or damage to equipment or property of the Township or to any employee or member of any department of the Township.

## VI

The only duty of the City of Medina when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

## VII

In consideration of the sum of Seventy Thousand One Hundred Sixty-Nine Dollars (\$70,169) payable in one annual payment, plus additional monies paid by the Township to LST, the City agrees to provide emergency police, fire and emergency medical dispatching services to the Township for the benefit of its residents.

Yearly payment shall be due no later than June 30th each year the fee is due and shall be payable to the order of the City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256.

The fee for providing dispatch services to the Township shall increase directly in line with the annual hourly wage increase granted by the Medina Police Communication Union contract in 2023 and 2024 but, in no event, more than ten percent (10%) per year.

## VIII

The Township has assumed responsibility for its own Records Management through services to be provided by a third-party vendor, and the City will no longer provide Records Management Services (RMS) to the Township. However, the city will coordinate with the Township and its vendor to facilitate the Township's capture and management of Township records generated from dispatch services provided by the City under this agreement.

## IX

Any operational change that would have an economic impact to the Township will be presented and discussed prior to implementation as between the City and the Township.

## X

This agreement shall be in effect until December 31, 2024. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail, ninety (90) day before the termination date.

XI

This writing embodies the complete agreement between the City and the Township, there being no other promise, expressed or implied, between the City and Township regarding police dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and Montville Township as set forth hereinabove, the City of Medina and Montville Township do agree.

**CITY OF MEDINA**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**MONTVILLE TOWNSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Resolution #: \_\_\_\_\_

Approved as to form

Medina County Prosecutor's Office  
S. Forrest Thompson

\_\_\_\_\_

Assistant Prosecutor

\_\_\_\_\_

# REQUEST FOR COUNCIL ACTION

No. RCA 22-072-3/28

FROM: Regi Haire, Ward 3 Councilwoman

Committee: ~~Streets & Sidewalks~~ 3/16/22  
Finance

DATE: March 20, 2022

SUBJECT: Installation of Flashing Yellow Solar Road Signs – Intersection of Sugarhouse Lane, Rt. 57 and Lexington Ridge

## SUMMARY AND BACKGROUND:

This request is a result of the Streets and Sidewalks Committee Meeting held on March 16, 2022 with council members, the mayor, administration members, and city residents specific to RCA 21-188-9/27. Per the ODOT Operational Study dated January 3, 2017, ODOT permits the City of Medina to install a traffic signal, at the city's expense, at the intersection of Sugarhouse Lane, Route 57 and Lexington Ridge. The meeting discussion centered on the safety concerns of the intersection and what the city could do to make the intersection safer by bringing attention of the hill to drivers without creating other potential hazards such as traffic delays and accidents. One recommendation was to have the City of Medina install flashing yellow signs to warn drivers of the dangerous intersection, one flashing sign each on the east and west sides of Route 57 before the intersection. I believe this solution could bring more awareness to the intersection thus making it a bit safer at a reduced cost to the city than installing a traffic signal.

Estimated Cost: TBD

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.  
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

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COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**RESOLUTION NO. XX-22**

**A RESOLUTION ACCEPTING THE RADECYCLE VEHICLE FROM THE RADEMACHER FAMILY FOR DISPLAY AT THE MEDINA TOWN HALL AND ENGINE MUSEUM AND FOR USE IN MEDINA CITY PARADES.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the City hereby supports and accepts the donation of the Radecycle Vehicle from the Pete Rademacher Family for purposes of display at the Medina Town Hall and Engine Museum and for use in Medina City parades.

**SEC. 2:** That the Radecycle shall become a part of the City of Medina's "vehicle fleet" for insurance purposes.

**SEC. 3:** That the Radecycle may be returned to the Pete Rademacher family members if the majority of Pete Rademacher's immediate family requests the return of the Radecycle vehicle.

**SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 3:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**Dennis Hanwell**

---

**From:** rogersmalley@zoominternet.net  
**Sent:** Monday, October 11, 2021 11:56 AM  
**To:** Greg Huber  
**Cc:** Dennis Hanwell  
**Subject:** Museum request

Greg

FTH  
DH  
10-12-21

To: Gregory A. Huber, Law Director, City of Medina, Ohio  
From: Roger Smalley, Chair, Medina City Archive Commission  
Re: Acquisition to the Medina Town Hall and Engine House Museum

Dear Greg,

The daughters of the late Pete Rademacher would like to donate their father's famous Rade-cycle to the museum in the hopes it can be restored, displayed and returned to use in Medina's parades. Doug Kreuder and I recently viewed the vehicle and found it in good condition.

I believe it would serve the family, the museum and the community best if the item could be acquired with the following understandings in place:

1. The donation would be made to the City of Medina and the Rade-cycle would become a part of the City's "vehicle fleet" for insurance purposes. This could also allow for city employees to learn how to operate the cycle and drive it in parades. There is already some interest in the fire department.
2. Language should also address the opportunity for the family to have the item returned to them on their request.

The museum would display the item along with some history on Pete including his Olympic gold medal win, his boxing career, his long association with Medina's Golden Gloves program and his bringing Muhammed Ali to the Medina High School gym on March 15, 1975.

My request to your department is that it craft a legal document between the City and the family including the above concepts and whatever additional language you feel would be necessary to attain the desired outcomes.

Please contact me with any questions. I look forward to learning of your response.

Regards,

Roger 330-723-7649

**REQUEST FOR COUNCIL ACTION**

NO. RCA 22-074-3/28

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: March 21, 2022

SUBJECT: Bids- Job #1130: 2022 Concrete Street Repair

This request is for permission to advertise, bid and award the 2022 Concrete Street Repair project. This year we are asking for a total of \$600,000 (\$575,000 from the Street Capital Improvements fund; and \$25,000 from water capital improvements to cover repairs necessary due to water line breaks). The portion of this project to utilize water capital improvements funding is intended to cover the cost of street repairs due to water line repairs.

The total cost for this project will be as follows:

STREET FUNDING (108 0610)

- Construction (54411) = \$574,300.
  - Printing (53311) = \$ 400.
  - Advertising: (52214) = \$ 300.
- 
- TOTAL: = \$575,000.

WATER FUNDING (513 0533)

- Construction (54414) = \$ 25,000.
- 
- TOTAL: = \$ 25,000.

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$600,000.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411 (\$575,000)  
513 0533 54414 (\$ 25,000)

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**REQUEST FOR COUNCIL ACTION**

NO. RCA 22-075-3/28

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: March 21, 2022

SUBJECT: Bids for City Job #1131: 2022 Concrete Pavement Joint Sealing

This request is for permission to advertise, bid and award for the 2022 Concrete Pavement Joint Sealing project. This year we are asking for \$75,000 for various locations throughout the City.

The total cost for this project will be as follows:

• Construction (54411)	= \$ 74,300.
• Printing (53311)	= \$ 400.
• Advertising: (52214)	= \$ 300.
TOTAL:	= \$ 75,000.

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$75,000.

SUGGESTED FUNDING: Street Capital Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411 (\$75,000)

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**REQUEST FOR COUNCIL ACTION**

NO. PCA 22-076-3/28

FROM: Patrick Patton   
DATE: March 21, 2022  
SUBJECT: Bids - Job #1132: 2022 Pavement Marking Program

COMMITTEE REFERRAL: Finance

This request is for permission to advertise, bid and award the 2022 Pavement Marking Program. This program consists of installing pavement markings on various City streets. Markings include centerline, edge lines, lane lines, stop bars, crosswalks, arrows, etc.

This year we are asking for a total of \$60,000.

The total cost for this project will be as follows:

<u>STREET FUNDING (102 0610)</u>		
• Construction (54411)		= \$ 59,300.
• Printing (53311)		= \$ 400.
• <u>Advertising: (52214)</u>		= \$ 300.
TOTAL:		= \$ 60,000.

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

Thank you for your consideration.

ESTIMATED COST: \$60,000

SUGGESTED FUNDING: Streets / Traffic  
Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number: 102 0610 54411

Emergency Clause Requested: No  
Reason:

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COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date: