

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

March 11, 2024
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (February 26, 2024)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a new D-2 permit to Dress Bridal Boutique, LLC dba The Dress Bridal Boutique, 4483 Weymouth Rd.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 53-24, Ord. 54-24, Ord. 55-24, Ord. 56-24, Res. 57-24, Ord. 58-24, Ord. 59-24, Ord. 60-24, Ord. 61-24

Ord. 53-24

An Ordinance authorizing the Mayor to enter into an agreement with Dixon Engineering & Inspection Services for engineering and design services for the Progress Drive Water Tower Recoating.

Ord. 54-24

An Ordinance amending Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Medina Municipal Court.

(emergency clause requested)

Ord. 55-24

An Ordinance authorizing the Medina Municipal Court to execute a lease agreement with Lake Business Products for the lease of two Cannon Image Runner printers.

Ord. 56-24

An Ordinance authorizing the payment of \$30,000.00 to Main Street Medina for the City's 2024 Membership renewal.

Res. 57-24

A Resolution donating Dell computers and laptops to the Medina City Schools.

Ord. 58-24

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2024 Concrete Pavement Joint Sealing Program.

Ord. 59-24

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2024 Concrete Street Repair Program.

Ord. 60-24

An Ordinance amending Ordinance No. 5-24, passed January 8, 2024 relative to the agreement with Cunningham & Associates for the Medina Street Bridge Replacement Project.

Ord. 61-24

An Ordinance authorizing the expenditure to Motorola Solutions to upgrade the Police Department's body and car camera systems.
(emergency clause requested)

Ord. 62-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, February 26, 2024

Call to Order:

Medina City Council met in regular session on Monday, February 26, 2024 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Mr. John Coyne III, President of Council, who also led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: J. Coyne, N. DiSalvo, R. Haire, P. Rose, J. Shields, and D. Simpson. Jessica Hazeltine was absent.

Also present were the following members of the Administration: Mayor Hanwell, Keith Dirham, Nino Piccoli, Patrick Patton, Lt. Marcum, Greg Huber, Jansen Wehrley, Chief Walters, and Andrew Dutton.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, February 12, 2024 as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and approved by the yeas of N. DiSalvo, R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met before council and will meet again in two weeks.

Public Properties Committee: Mr. Shields had no report.

Health, Safety & Sanitation Committee: Mr. Simpson had no meetings scheduled. He and the Mayor attended the quarterly LST Advisory Meeting for an update on finances. Dennie also attended the County 911 Program Review Committee meeting to discuss the future legislation provided by the State of Ohio that's going to affect the three municipalities in our county.

Special Legislation Committee: Mr. Rose had no report.

Streets & Sidewalks Committee: Ms. Haire had no report.

Water & Utilities Committee: Ms. Hazeltine was absent.

Emerging Technologies Committee: Ms. DiSalvo had no report.

Requests for Council Action:

Finance Committee

24-049-2/26 – 2024 Membership Renewal to Main Street Medina

24-050-2/26 – General Liability Insurance Renewal – Wichert Insurance

24-051-2/26 – Donate PC's to Medina City Schools – IT

24-052-2/26 – Bids, 2024 Concrete Pavement Joint Sealing

24-053-2/26 – Bids, 2024 Concrete Street Repair

24-054-2/26 – Amend Ord. 5-24, Medina Street Bridge Replacement

24-055-2/26 – Budget Amendments

Medina City Council
February 26, 2024

24-056-2/26 – Engineering Design Services for Progress Dr. Water Tower Recoating
24-057-2/26 – Body Camera Upgrade Project – Police
24-058-2/26 – Cyber Security Liability Insurance Renewal
24-059-2/26 – Exp. Over \$20,000 – Coulter Ventures (Rogue Fitness) – Police Workout Room
24-060-2/26 – Exp. Over \$20,000 – Design2Wellness – Fitness Equipment for MCRC

Reports of Municipal Officers:

Dennis Hanwell, Mayor,

- The 30th Annual Medina Ice Festival by Elegant Ice was held on the square February 16 - 19, 2024 and was well attended and appreciated. The weather was perfect and this event is great exposure for our city.
- NOACA will be mailing out travel surveys to randomly selected participants in five county regions, including Medina County. If selected you are encouraged to participate.
- Black History month celebrations were held at Fellowship Baptist Church February 15th and Second Baptist Church on February 22nd. Thanks to all who attended and took part including Claggett Middle School Choir. Thanks to Regi Hair, Jim Shields and Police Chief Kinney for attending.
- 2023 Annual report was sent out to Council, the press and public on Friday, February 23, 2024 and is also available on the City website. Please see respective department heads with any questions.
- Thanks to Nino & Nate for working during president's day holiday treating flooring in City Hall. They look great!

Keith Dirham, Finance Director, Keith reminded everyone that all residents over 18 years old are required to file an income tax with RITA and forms are available at www.rita-ohio.com

Kimberly Marshall, Economic Development Director, was absent.

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, announced that on March 21st, 2024 at 6:30 p.m. to 8:00 p.m. at Medina Fire Station #1, the Medina Police Dept. is putting on a Protecting House of Worships Resource Seminar. This is for Pastors and church personnel to learn how to fortify up the church security and cameras.

The speaker will come out to the churches and do a security assessment. Please rsvp by contacting the police dept. at the non-emergency number 330-725-7777 and ask for Natalie.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, had no report.

Medina City Council
February 26, 2024

Dan Gladish, Building Official, was absent.

Nino Piccoli, Service Director, Nino stated due to the nice weather the crews are working on spring tasks.

Patrick Patton, City Engineer, Patrick stated they will be closing West Smith again for the week of March 4th for some utility work, and pavement removal and replacement. Anticipating completion of the whole project in July.

Andrew Dutton, Planning and Community Development Director, had no report.

Notices, communications and petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

George Sam – MainStreet Medina Director spoke on the South Town District Design Plan, offering concepts for feedback and support not seeking any approvals or project funding at this time. When the time comes they will apply for matching grants and local funding to execute portions of the plan in partnership with the City of Medina and stakeholders.

Ben Levenger from RDS presented the South Town Design Plan proposal.

Judith Rice resides at 1151 N. Jefferson St.

Concerns: Bohaty property, development of 160 Homes and the traffic it will cause.

Medina Hotel issues with parking problems.

Mayor Hanwell responded with there is not a parking problem in the city of Medina but a walking problem in the city. The hotel and convention center are planning to add a significant number of additional spaces to park. The general public is using social media to try to create something that's non-existent. There have been several public meetings where the hotel project was approved and there will be more public meetings in the future.

Introduction and consideration of ordinances and resolutions.

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson: Ord. 36-24, Ord. 37-24, Ord. 38-24, Ord. 39-24, Ord. 40-24, Ord. 41-24, Ord. 42-24, Ord. 43-24, Ord. 44-24, Res. 45-24, Ord. 46-24, Ord. 47-24, Ord. 48-24, Ord. 49-24, Ord. 50-24, Ord. 51-24, Ord. 52-24. The roll was call and the motion passed with the yea votes of R. Haire, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 36-24

An Ordinance authorizing the Mayor to enter into a Management Agreement between the City of Medina and Cold Stream Air Services, Inc. for the management of the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 036-24,

seconded by Mr. Simpson. Mr. Huber stated this next year and a half is a trial period to see what revenues generate and what expenses there are and to try and find a balance. This will be revisited in about a year. The roll was called and Ordinance/Resolution No. 036-24 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 37-24

An Ordinance authorizing the Mayor to enter into a Fixed Base Operation Lease between the City of Medina and Cold Stream Air Services, Inc. for the Medina Municipal Airport.

Mr. Shields moved for the adoption of Ordinance/Resolution No. 037-24, seconded by Mr. Simpson. Mr. Coyne stated this is just the other part of the operation, fixed base operations. The roll was called and Ordinance/Resolution No. 037-24 passed by the yeas votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and P. Rose

Ord. 38-24

An Ordinance authorizing the expenditure of \$11,000.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) for animal related services for the year 2024.

Mr. Shields moved for the adoption of Ordinance/Resolution No. 038-24, seconded by Mr. Simpson. Mr. Rose stated this is the City's annual donation to the SPCA. They have provided many years of valuable services to the city in helping to manage stray animals in our city. The roll was called and Ordinance/Resolution No. 038-24 passed by the yeas votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, P. Rose, and J. Shields.

Ord. 39-24

An Ordinance amending Chapter 129 of the Codified Ordinances of the City of Medina, Ohio, by the addition of a new Section 129.05 relative to Police Jurisdiction for Property Outside Municipal Corporation Limits. Mr. Shields moved for the adoption of Ordinance/Resolution No. 039-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 039-24, seconded by Mr. Simpson. Chief Kinney stated over the years they've had issues arise occasionally at the Airport or at the Water Plant as these locations are both located outside of our jurisdiction but are city owned property. This would authorize us the jurisdiction on these properties. The emergency clause is requested because we like to have this ordinance in effect immediately. The roll was called on adding the emergency clause and was approved by the yeas votes of J. Coyne, N. DiSalvo, R. Haire, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 039-24 passed by the yeas votes of N. DiSalvo, R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 40-24

An Ordinance authorizing the purchase of one (1) 2024 Ford F250 Pick-Up Truck from Montrose Ford for the Street Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 040-24, seconded by Mr. Simpson. Mr. Piccoli stated this will be replacing a 2011 GMC pickup truck. The roll was called and Ordinance/Resolution No. 040-24 passed by the yeas votes of R. Haire, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 41-24

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a

contract to the successful bidder for the 2024 Equipment and Asphalt General Paving Services Program for the Service Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 041-24, seconded by Mr. Simpson. Nino explained this is for their annual asphalt services program. The roll was called and Ordinance/Resolution No. 041-24 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire

Ord. 42-24

An Ordinance amending Ordinance No. 189-22, passed October 11, 2022 relative to the Requests for bids for the Fire Station #1 Parking Lot Replacement Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 189-24, seconded by Mr. Simpson. Mr. Patton explained that during the construction of the replacement of the existing parking lot at Fire Station #1, there were significant areas of unsuitable soils detected. We had to modify the soil with additional efforts necessary to make it a suitable surface to place the concrete and that resulted in increased costs. The roll was called and Ordinance/Resolution No. 189-24 passed by the yeas votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and P. Rose.

Ord. 43-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget – 2023 Carryforward) Mr. Shields moved for the adoption of Ordinance/Resolution No. 043-24, seconded by Mr. Simpson. Keith stated this is a re-appropriation of unspent appropriations from 2023. The roll was called and Ordinance/Resolution No. 043-24 passed by the yeas votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

Ord. 44-24

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to accepting the revised job description for Administrative Office Manager. Mr. Shields moved for the adoption of Ordinance/Resolution No. 044-24, seconded by Mr. Simpson. Mayor Hanwell stated this resulted due to Sherry retiring in May of this year. The roll was called and Ordinance/Resolution No. 044-24 passed by the yeas votes of J. Coyne, N. DiSalvo, R. Haire, P. Rose, J. Shields, and D. Simpson.

Res. 45-24

A Resolution authorizing an application for grant assistance with the Federal Aviation Administration (FAA) and the Ohio Department of Transportation Department of Aviation (ODOT) for snow removal equipment for the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 045-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 045-24, seconded by Mr. Simpson. Patrick Patton stated this piece of equipment is estimated to cost \$300,000 and we would get \$270,000 from the FAA, \$15,000 from ODOT and the city share would be \$15,000. Emergency clause is needed due to time restraints with the application. The roll was called on adding the emergency clause and was approved by the yeas votes of N. DiSalvo, R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 045-24 passed by the yeas votes of R. Haire, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 46-24

An Ordinance authorizing the Mayor to enter into an agreement with MS Consultants, Inc. for Engineering Design Services for the Prospect Street Bridge Replacement Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 046-24, seconded by Mr. Simpson. Mr. Patton stated they were awarded \$200,000 towards design of this project. The actual total cost for the services is a little over \$240,000. The roll was called and Ordinance/Resolution No. 046-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 47-24

An Ordinance authorizing the Mayor to accept the proposal from National Engineering & Architectural Services, Inc. (NEAS) for Geotechnical Services for the Prospect Street Bridge Replacement Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 047-24, seconded by Mr. Simpson. Patrick stated this is the same description as the last ordinance. This is for the Geotech work and our cost is \$37,000. The roll was called and Ordinance/Resolution No. 047-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and P. Rose

Ord. 48-24

An Ordinance authorizing the purchase of a replacement playground for Roscoe Ewing Park from Snider Recreation, Inc. Mr. Shields moved for the adoption of Ordinance/Resolution No. 048-24, seconded by Mr. Simpson. Mr. Wehrley stated this is to replace the playground at Roscoe Ewing Park which was originally installed in 1997. Repair of this existing structure is no longer a viable option. The roll was called and Ordinance/Resolution No. 048-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, P. Rose, and J. Shields.

Ord. 49-24

An Ordinance repealing and replacing Ordinance No. 90-22, passed April 25, 2022, relative to the Sexual Offender Plan of Action Policy for the Medina Community Recreation Center. Mr. Shields moved for the adoption of Ordinance/Resolution No. 049-24, seconded by Mr. Simpson. Mr. Wehrley stated this is to clarify their ID policy at the rec center. The roll was called and Ordinance/Resolution No. 049-24 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, P. Rose, J. Shields, and D. Simpson.

Ord. 50-24

An Ordinance authorizing the Mayor to enter into an agreement with Wichert Insurance for the City's Property and General Liability Insurance for the period of April 1, 2024 through March 31, 2025. Mr. Shields moved for the adoption of Ordinance/Resolution No. 050-24, seconded by Mr. Simpson. Mayor Hanwell stated this is an annual renewal. The renewal this year is \$232,230.00. The roll was called and Ordinance/Resolution No. 050-24 passed by the yea votes of N. DiSalvo, R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 51-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 051-24, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 051-24 passed by

the yeas votes of R. Haire, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 52-24

An Ordinance authorizing the Mayor to enter into an agreement with Travelers Casualty and Surety Company of America for the City's Cyber Security Liability Insurance for the period of April 1, 2024 through April 1, 2025. Mr. Shields moved for the adoption of Ordinance/Resolution No. 052-24, seconded by Mr. Simpson. Mayor Hanwell stated this is for cyber security and it is about a 10% increase which is a difference of about \$2,178,00 from last year. The roll was called and Ordinance/Resolution No. 052-24 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Council comments

Regi Haire announced that council members appreciate comments that they provide whether it be on a regular basis or once in a great while and we encourage the citizens of our community to become more involved in our community and attend our meetings to hear what is going on. The public has an opportunity to become involved and get information that we discuss during finance meetings and council. Contact the Council Clerk Kathy Patton, give her your email address, and the information on these meetings can be sent to you.

Natalie DiSalvo encouraged the people of Medina to please vote and support our city schools.

Adjournment

There being no further business the meeting adjourned at 8:17 p.m.

Kathy Patton, Clerk of Council

John M. Coyne, III, President of Council

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

2289250		NEW		DRESS BRIDAL BOUTIQUE LLC DBA THE DRESS BRIDAL BOUTIQUE 4483 WEYMOUTH RD MEDINA OH 44256
PERMIT NUMBER		TYPE		
01 10 2024				
ISSUE DATE				
FILING DATE				
D2				
PERMIT CLASSES				
52	077	C	E04309	
TAX DISTRICT		RECEIPT NO.		

FROM 02/16/2024

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 02/16/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/18/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES C NEW 2289250

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF MEDINA CITY COUNCIL
132 NORTH ELMWOOD AVENUE
MEDINA OHIO 44256

ORDINANCE NO. 53-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DIXON ENGINEERING & INSPECTION SERVICES FOR ENGINEERING AND DESIGN SERVICES FOR THE PROGRESS DRIVE WATER TOWER RECOATING.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute an Agreement with Dixon Engineering & Inspection Services for engineering and design services for the Progress Drive Water Tower Recoating Project.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$35,000.00 are available in Account No. 513-0533-52215.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final approval.
- SEC. 4:** 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. 5:** That this Ordinance 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

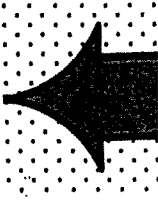


DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

789 Lafayette Rd
Medina, OH 44256
Telephone: (330) 983-0062
Fax: (330) 725-0512

AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES



THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between City of Medina, Ohio (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: Pre-Spec Tank Site Visit, Technical Specifications, Bidding & Contract Documents, Project Administration, Pre-Construction Meeting, Welding Observation, Exterior Coating Observation for a 1,250,000 Gallon Fluted Column (Progress Drive) (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the (Estimated/Lump Sum) Amount of \$35,000.

Proposals / Agreement Signatures

Shannon Vidika, Project Manager February 20, 2024
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Patrick Patton, PE
Address for Owner’s receipt of notices:
City of Medina
132 N. Elmwood Avenue
Medina, OH 44256
Email:

Designated Person: Shannon Vidika
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
789 Lafayette Road
Medina, OH 44256
Email: shannonvidika@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Agreement Exhibits: A, C, E, GP, IR

Owner: City of Medina, Ohio
Contract No: 35-52-01-05

Page 1 of 24

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:

1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may

only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. Providing logo drawings or models for Owner.
8. Visit the Site as needed to finalize the Design Phase documents.
9. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
10. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
11. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic

transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.

14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
 15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
 16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 3. Attend and participate in the pre-bid conference if any. Provide a place for the bid opening and open the Bids received.
 4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
 5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.03 Construction Phase:

- A. Basic Services:
1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
 2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
 4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.
- B. RPR Services for Maintenance of Existing Structures
1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
 2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
 3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).

- d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
- 4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
- 5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
 - a. Review coating mixing, thinning, and manufacturer's application requirements.
 - b. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - c. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
- 6. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high pressure water blast cleaning (HPWC) meets or exceeds minimum specified standard.
 - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11).
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Spot prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
- 7. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Create a second punch list if needed before finalization.
 - g. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
 - 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.

1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 3. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 4. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 5. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. **Set-Off Fees contractual Set-off:** (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, requires correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

PART 3 SELECTION OF RPR SERVICES

C3.01 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Thirty-Five Thousand, Five-Hundred Dollars, \$35,500** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Pre-Spec Site Visit			\$1,500	Lump Sum
A1.01-Technical Specifications			\$5,500	Lump Sum
A1.02-Bidding and Contract Documents			\$1,000	Lump Sum
A1.03-Preconstruction Meeting			\$1,000	Lump Sum
A1.03-Other Defined Basic Services - Project Administration			\$1,500	Lump Sum
A1.03-RPR Services Weld	1	\$1,250	\$1,250	Unit Price
A1.03-RPR Critical Phase Coating	18	\$1,250	\$22,500	Unit Price
A1.03-Finalization Site Review by PM	1	\$1,250	\$1,250	Unit Price
Total			\$35,500	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$206.00	\$309.00
Engineer	\$212.00	\$318.00
CWI Welding RPR	\$206.00-\$226.00	\$309.00-\$339.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$143.00-\$188.00	\$215.00-\$282.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$130.00-\$164.00	\$195.00-\$246.00
DIXON Level 1 or AMPP General Level 1 RPR	\$117.00-\$142.00	\$175.00-\$213.00
Contract Support Staff	\$149.00-\$182.00	\$223.00-\$272.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2024 (Revised: 9/28/2023)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

EXHIBIT E ATTACHMENT 1: Agreement Between
Owner and DIXON

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
 - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
 1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
 2. the safety precautions and programs incident thereto,
 3. or security or safety at the Project site, nor
 4. for any failure of a Constructor's furnishing and performing of its work.
 5. DIXON shall not be responsible for the acts or omissions of any Constructor or
 6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and

proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 - 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
 - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
 - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
 - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:

1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
 - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
 - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
 - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
 3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. **Effective Date of Termination:** If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. **Payments Upon Termination:**
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly

indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
- | | |
|---|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability: | |
| a. Bodily injury, each accident | \$1,000,000 |
| b. Bodily injury by disease, each employee | \$1,000,000 |
| c. Bodily injury/disease, aggregate | \$1,000,000 |
| 3. General Liability: | |
| a. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| b. General Aggregate | \$2,000,000 |
| 4. Excess or Umbrella Liability: | |
| a. Per Occurrence | \$5,000,000 |
| b. General Aggregate | \$5,000,000 |
| 5. Automobile Liability: | |
| a. Combined Single Limit (Bodily Injury and Property Damage): | \$1,000,000 |
| 6. Professional Liability: | |
| a. Each Claim Made | \$2,000,000 |
| b. Annual Aggregate | \$2,000,000 |
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.
- I. Definitions:
1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
 2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

ORDINANCE NO. 54-24

AN ORDINANCE AMENDING SECTION 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE MEDINA MUNICIPAL COURT, AND DECLARING AN EMERGENCY.

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Medina Municipal Court:

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Chief Probation Officer ****	16 A-F
1	Deputy Chief Probation Officer	9 A-F
1	Court Reporter	11 A-F
1	Probation Officer	7 A-F
1	Probation Secretary*	5 A-F
1	Assignment Commissioner	5 A-F
1	Building and Properties Custodian	31 A-F
1	Intensive Supervision Probation Officer**	Sec. 31.02(B)(6)
1	Probation Officer/Group Facilitator*****	Sec. 31.02(B)(6)
1	Court Security Officer***** (part/time)	Sec. 31.02(B)(5)
1	Building Custodian (part/time)	Sec. 31.02(B)(5)

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

SEC. 1: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows pertaining to the Medina Municipal Court:

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Chief Probation Officer ****	16 A-F
1	Deputy Chief Probation Officer	9 A-F 10 A-F
1	Court Reporter	11 A-F
1	Probation Officer/Specialized Docket	7 A-F 8 A-F
1	Probation Secretary*	5 A-F
1	Assignment Commissioner	5 A-F 6 A-F
1	Building and Properties Custodian	31 A-F
1	Intensive Supervision Probation Officer**	Sec. 31.02(B)(6)
1	Probation Officer/Group Facilitator*****	Sec. 31.02(B)(6)
1	Court Security Officer***** (part/time)	Sec. 31.02(B)(5)
1	Building Custodian (part/time)	Sec. 31.02(B)(5)

SEC. 2: 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. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason this revision is **effective January 1, 2024**; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 55-24

AN ORDINANCE AUTHORIZING THE MEDINA MUNICIPAL COURT TO EXECUTE A LEASE AGREEMENT WITH LAKE BUSINESS PRODUCTS FOR THE LEASE OF TWO CANNON IMAGE RUNNER PRINTERS.

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

- SEC. 1:** That the Medina Municipal Court is hereby authorized to execute a Lease Agreement with Lake Business Products for the 60-month lease of two Cannon Image Runner desk printers, including maintenance, for the Medina Municipal Court.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That a copy of the Lease Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That the funds to cover this agreement in the estimated amount of \$23,438.40/year, are available in Account No. 001-0705-53321.
- SEC. 5:** 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. 6:** That this Ordinance 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



Customer Care Agreement

APPLICATION NO.

AGREEMENT NO.

653 Miner Road • Highland Heights, OH 44143 • 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

FULL LEGAL NAME MEDINA MUNICIPAL COURT			STREET ADDRESS 135 N ELMWOOD AVE	
CITY MEDINA	STATE OH	ZIP 44256-1878	PHONE (330) 723-3287	FAX (330) 225-1108
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED
1 Canon ImageRUNNER	IR ADV DX C478IF		<input type="checkbox"/>
1 Canon ImageRUNNER	IR ADV DX C568IF		<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60	Payments* of \$	\$390.64	Security Deposit* \$	
The payment ("Payment") period is monthly unless otherwise indicated.			If you are exempt from sales tax, attach your certificate. <i>*plus applicable taxes</i>	
Payment includes	4,000	B&W clicks per month	Overages billed quarterly at \$	\$0.00790000 per B&W click*
Payment includes	2,000	Color clicks per month	Overages billed quarterly at \$	0.04900000 per Color click*
Payment includes		B&W prints per month	Overages billed quarterly at \$	per B&W print*
Payment includes		Color prints per month	Overages billed quarterly at \$	per Color print*

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. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

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

LESSOR ACCEPTANCE

Lake Business Products, Inc.			
LESSOR	SIGNATURE	TITLE	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.

MEDINA MUNICIPAL COURT	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	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.

MEDINA MUNICIPAL COURT	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE
PRINT NAME _____			

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the term shall start on the date we pay Supplier. 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 (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

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 \$26.00, 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 us (except on our 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 the 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 the Equipment, you will return all of the Equipment to a 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 intent 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; 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 Lessee 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. Connectivity and Network Support covers connectivity, networking and application issues due to an equipment installation, internet service provider changes, email provider changes, password changes, computer changes or additions, or setup of additional functionality including but not limited to ID codes, scans to email/folder/cloud, loading print drivers and troubleshooting problems printing individual files. You acknowledge and agree that Supplier can charge a monthly fee up to \$10.00 monthly per piece of Equipment covered under this Agreement. In addition to the other amounts due under this Agreement, for the term of the Agreement, You acknowledge such support can require data and/or files to be accessed, deleted, or damaged and agree to take the appropriate precautions to backup, secure and protect all software, data and media prior to requesting that Supplier provide support. 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 overage 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 overage 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 overage 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.

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, unless otherwise stated.
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 and Network Support covers connectivity, networking and application issues due to an equipment installation, internet service provider changes, email provider changes, password changes, computer changes or additions, or setup of additional functionality including but not limited to ID codes, scan to email/folder/cloud, loading print drivers and troubleshooting problems printing individual files. Customer acknowledges and agrees that LBP can charge a monthly fee up to \$10.00 monthly per piece of equipment covered under this agreement, in addition to the other amounts due under this contract, for the term of the contract. Customer acknowledges such support can require data and/or files to be accessed, deleted or damaged and agrees to take the appropriate precautions to backup, secure and protect all software, data and media prior to requesting LBP to provide support.
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. 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.
9. This contract is not assignable or transferable without prior written consent of LBP.
10. 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.
11. This contract does not include purchase, delivery or installation charges of equipment, optional accessories (specifically the installation) or major modifications to the equipment.
12. 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.
13. Customer agrees LBP will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance; (ii) Customer modifying, relocating, damaging, misusing the Equipment, and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage, power surges or brown outs; (vi) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; (vii) Improper conditions of the environment such as excessive dust, chemical residues, abnormal temperatures or, (viii) accident, abuse, misuse, theft, casualty or negligent act of Customer or Customer's agents. LBP 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 equipment in question and/or may refuse to continue to service the unit under this maintenance agreement, furnishing service only on a "Per Call" basis.
14. When the manufacturer's life expectancy of the equipment has been exceeded, the manufacturer has discontinued ongoing support of covered equipment, or equipment reaches seven (7) years from original release date (whichever comes first) and normal repairs and parts replacement, as determined by LBP, cannot keep a unit in satisfactory operating condition, Lake Business Products, Inc. and its subsidiary companies may refuse to renew this maintenance agreement for the equipment in question and/or may refuse to continue to service the unit under this maintenance agreement, furnishing service only on a "Per Call" basis, so long as LBP inventory allows.
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.
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.
22. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

Customer Acceptance (Initial) _____

Date _____

Rev 1.15.2024



Maintenance Contract

MEDINA MUNICIPAL COURT
 Company Name
135 N ELMWOOD AVE
 Equipment Location Address
MEDINA, OH 44256-1878
 City, State, Zip
(330) 723-3287
 Phone Number
0
 Meter Contact
 -
 Meter Contact Phone Number

MEDINA MUNICIPAL COURT
 Billing Company Name (if different)
135 N ELMWOOD AVE
 Billing Address (if different)
MEDINA, OH 44256-1878
 City, State, Zip
 Purchase Order Number
0
 Meter Contact Email Address
 Meter Contact Fax Number

Supplies Included: Yes No Contract included in "Customer Care Agreement": Yes No Commencement Date: _____
(Inks, Developers, Masters, Paper (Media), Staple Cartridges, Fax Cartridges and Consumables are not included in the contract.)

Covered Equipment:

Model Number	Serial Number	ID Number	Meter Reading
IR ADV DX C478IF			
IR ADV DX C568IF			

SEE ATTACHED SCHEDULE "A" SEE ATTACHED SCHEDULE "B"

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

Multifunction Copier / Printer (SCHEDULE A):

B&W Base	\$ 31.60	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	B&W Prints Included:	4000	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>
B&W Overages	\$ 0.0079		Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			
Color Base	\$ 98.00	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	Color Prints Included:	2000	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>
Color Overages	\$ 0.0490		Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			

Managed Print Service (SCHEDULE B):

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

Wide Format: (Includes Labor, Parts, Ink/Pearl Cartridges, Print Heads and Cutting Cartridges. Media is not included.)

PlotWave Base	\$ _____	Per: MO <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Sq Ft Included:	_____	Per: MO <input type="checkbox"/>
PlotWave Ovg	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/>			
ColorWave Base	\$ _____	Per: MO <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Sq Ft Included:	_____	Per: MO <input type="checkbox"/>
ColorWave Ovg	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Total Annual ColorWave Pearls Included:	_____	
ImagePROGRAF eService		Per: MO <input type="checkbox"/> Per Sq Ft: Meter A \$0.20 - Meter B \$0.30 - Meter C \$0.50 - Meter D: \$0.75 - Meter E \$1.25				

Miscellaneous Equipment:

Base	\$ _____	Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>
------	----------	--	--

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 _____

ORDINANCE NO. 56-24

AN ORDINANCE AUTHORIZING THE PAYMENT OF \$30,000.00 TO MAIN STREET MEDINA FOR THE CITY'S 2024 MEMBERSHIP RENEWAL.

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

- SEC. 1:** That the Director of Finance is hereby authorized and directed to pay Main Street Medina \$30,000.00 for the city's 2024 membership renewal.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this expenditure are available in Account No. 001-0707-52215.
- SEC. 4:** 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. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor



MAIN STREET
MEDINA

ORD. 56-24

39 Public Square, Suite 305
Medina, OH 44256
330-722-6186

2/26/2024

INVOICE #02262024

BILL TO

City of Medina
132 North Elmwood Ave.
Medina, OH 44256

Details

AMOUNT

Membership Renewal

\$30,000.00

TOTAL \$30,000.00

Please make all checks payable to Main Street Medina
If you have any questions concerning this invoice, please contact
George Sam, 330-722-6186 or george@mainstreetmedina.com

Remit payment to Main Street Medina, 39 Public Square,
Suite 305, Medina OH 44256

THANK YOU FOR YOUR SUPPORT!

RESOLUTION NO. 57-24

A RESOLUTION DONATING DELL COMPUTERS AND LAPTOPS TO THE MEDINA CITY SCHOOLS.

WHEREAS: The City would like to donate sixteen (16) Dell Optiplex computers and four (4) Dell Laptops to the Medina City Schools that are no longer needed by the City but can be utilized by the school system.

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

SEC. 1: That Medina City Council hereby approves the donation of sixteen (16) computers and four (4) laptops to the Medina City School System.

SEC. 2: 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: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Make	Model	Serial #	Released
Dell	Optiplex 7050	3M3X8N2	2017
Dell	Optiplex 7050	3M3T8N2	2017
Dell	Optiplex 7050	3M1W8N2	2017
Dell	Optiplex 7040	8GONHH2	2015
Dell	Optiplex 7040	8FZRHH2	2015
Dell	Optiplex 7070	C00N333	2019
Dell	Optiplex 7050	3M2Y8N2	2017
Dell	Optiplex 7050	3M4W8N2	2017
Dell	Optiplex 7050	3M2V8N2	2017
Dell	Optiplex 7040	8FYKHH2	2015
Dell	Optiplex 7050	3M2Z8N2	2017
Dell	Optiplex 7050	3M1Y8N2	2017
Dell	Optiplex 7050	3M4Y8N2	2017
Dell	Optiplex 7040	J14BHB2	2015
Dell	Optiplex 7040	8FXKHH2	2015
Dell	Optiplex 7040	J159HB2	2015
Dell	Latitude 5500	J3NV733	2008
Dell	Latitude 5500	FQ3NL33	2008
Dell	Latitude 5500	58ZT633	2008
Dell	Latitude 5500	3GDPL33	2008

Res. 57-24

16 towers
4 laptops

ORDINANCE NO. 58-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2024 CONCRETE PAVEMENT JOINT SEALING PROGRAM.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2024 Concrete Pavement Joint Sealing Program in accordance with specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the contract, in the amount of \$75,000.00, is available in Account No. 108-0610-54411.
- 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: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 59-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2024 CONCRETE STREET REPAIR PROGRAM.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2024 Concrete Street Repair Program in accordance with specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the contract, in the amount of \$650,000.00, is available as follows: \$624,300.00 in Account No. 108-0610-54411, \$400.00 in Account No. 108-0610-53311, \$300.00 in Account No. 108-0610-52214, and \$25,000.00 in Account No. 513-0533-54414.

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: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 60-24

AN ORDINANCE AMENDING ORDINANCE NO. 5-24, PASSED JANUARY 8, 2024 RELATIVE TO THE AGREEMENT WITH CUNNINGHAM & ASSOCIATES FOR THE MEDINA STREET BRIDGE REPLACEMENT PROJECT.

WHEREAS: Ordinance No. 5-24, passed January 8, 2024, authorized an Agreement with Cunningham & Associates for the Medina Street Bridge Replacement Project; and

WHEREAS: The account numbers need to be modified to reflect the grant share of the project.

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

SEC. 1: That that section 2 of Ord. 5-24, passed January 8, 2024 is hereby amended to reflect the following Account Numbers:

108-0690-54414 - \$15,079.95 (20.7%) City Portion
380-0690-54414 - \$57,770.05 (79.3%) OPWC Grant

SEC. 2: 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. 3: That this Ordinance 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

ORDINANCE NO. 61-24

AN ORDINANCE AUTHORIZING THE EXPENDITURE TO MOTOROLA SOLUTIONS TO UPGRADE THE POLICE DEPARTMENT'S BODY AND CAR CAMERA SYSTEMS, AND DECLARING AN EMERGENCY.

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts; and

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

SEC. 1: That the expenditure, in the estimated amount of \$195,556.36, is hereby authorized to Motorola Solutions utilizing State of Ohio Purchasing Contract #573077 for the upgrade to the Police Department's body and car camera systems.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the funds to cover this purchase, in the amount of \$195,556.36, are available as follows: \$173,842.36 in Account No. 106-0101-54413 and \$21,714.00 in Account No. 388-0714-53315.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the current cameras are failing; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Online Terms Acknowledgement

ORD. 61-24

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

- 1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.
- 2. Entire Agreement. This Acknowledgement, along with the Additional Terms on "Exhibit A" attached (collectively, Agreement) supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- 3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
- 4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of _____.
- 5. Purchase Order Requirements (Customer check one only) Purchase Order is issued and attached.
 No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issues against this order, and that funding has been encumbered for this order in its entirety.
- 6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

Customer:

By: _____ By: _____

Name: _____ Name: Dennis Hanuel

Title: _____ Title: Mayor, City of Medina

Date: _____ Date: _____

**Online Terms Acknowledgement
Exhibit A – Additional Terms and Conditions**

- 1. Non-Discrimination.** Motorola agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.
- 2. E-Verify.** Pursuant to Ind. Code § 22-5-1.7-11, Motorola, by entering into this Agreement with Customer, is required to enroll in and verify the work eligibility status of all of his newly hired employees through the E-Verify program. Motorola is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, Motorola affirms that it does not knowingly employ an unauthorized alien. Motorola further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
- 3. Non-Appropriation.** The Parties acknowledge that Customer is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the term of this Agreement, Customer's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. Motorola shall not be obligated to perform unless and until sufficient funds are appropriated. Customer agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. Customer agrees to inform Motorola in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to exhaustion of the appropriated funds.

ORDINANCE NO. 62-24

**AN ORDINANCE AMENDING ORDINANCE NO. 190-23,
PASSED NOVEMBER 28, 2023. (Amendments to 2024 Budget)**

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

SEC. 1: That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
104-0301-53315 (Parks donation)	2,000.00 *
106-0101-54413 (Police donation)	16,000.00 *
001-0707-52215 (donation)	1,000.00 *
109-0631-53315 (donation)	45,717.76 *
821-0230-52214 (Cemetery)	500.00 *
001-0410-52215 (PY23 CDBG)	22,500.00 *

SEC. 2: 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. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor