

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 11, 2022
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (March 28, 2022)

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 D5I permit to First Watch #669, 1001 N. Court St., Medina.

Liquor Permit:

Not to object to the transfer of a D5 and D6 permit from Puffs Inc., 108 Public Square, Medina to Monarca Cantina LLC, 108 Public Square, Medina.

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. 63-22, Res. 64-22, Ord. 65-22, Ord. 66-22, Ord. 67-22, Ord. 68-22, Ord. 69-22, Res. 70-22, Ord. 71-22, Ord. 72-22, Ord. 73-22, Ord. 74-22, Ord. 75-22, Res. 76-22

Ord. 63-22

An Ordinance accepting the donation of a 2017 Ford Explorer to the City of Medina for use by the Medina Municipal Court Probation Department.

Res. 64-22

A Resolution authorizing the Grant Application to the Ohio Law Enforcement Body Armor Program to purchase Body Armor Vests for the Medina Municipal Court.

Ord. 65-22

An Ordinance amending the Benchmark Software License Agreement between Pioneer Technology Group, LLC and the Medina Municipal Court.

Ord. 66-22

An Ordinance authorizing the Maintenance Agreement with Lake Business Products to replace existing copiers and extend the current Service Contract for the Medina Municipal Court.

Ord. 67-22

An Ordinance authorizing the Mayor to enter into an Agreement with Medina Township for the purpose of providing 9-1-1 Emergency Police Dispatch and Communications Services on behalf of the residents of the Township.

(emergency clause requested)

Ord. 68-22

An Ordinance authorizing the Mayor to enter into an Agreement with the Cleveland Clinic Medina Hospital Life Support Team for the purpose of providing 9-1-1 Dispatch Services.

(emergency clause requested)

Ord. 69-22

An Ordinance authorizing the Mayor to enter into an Agreement with Montville Township for the purpose of providing 9-1-1 Emergency Police Dispatch and Communications Services on behalf of the residents of the Township.

(emergency clause requested)

Res. 70-22

A Resolution accepting the Radeycle Vehicle from the Rademacher family for display at the Medina Town Hall and Engine Museum and for use in Medina City parades.

Ord. 71-22

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2022 Concrete Street Repair Program.

Ord. 72-22

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2022 Concrete Pavement General Services Program.

Ord. 73-22

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2022 Pavement Marking Program.

Ord. 74-22

An Ordinance amending Ordinance No. 61-22, passed March 28, 2022 pertaining to the cost of the agreement with Jackson Dieken Insurance for the City's Cyber Security Liability Insurance.

(emergency clause requested)

Ord. 75-22

An Ordinance amending Ordinance No. 201-21, passed December 13, 2021. (Amendments to 2022 Budget)

Res. 76-22

A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (rock salt).

(emergency clause requested)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, March 28, 2022

Call to Order:

Medina City Council met in regular session on Monday, March 14, 2022 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Pro-Tem Jim Shields who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson. John Coyne was Acting Mayor.

Also present were the following members of the Administration: Acting Mayor - John Coyne III, Greg Huber, Keith Dirham, Patrick Patton, Nino Piccoli, Police Chief Kinney, Fire Chief Walters, Kimberly Marshall, and Andrew Dutton.

Minutes:

Mr. Simpson moved that the minutes from the regular meeting on Monday, March 14, 2022, as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and the motion passed by the yea votes of D. Simpson, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

Reports of Standing Committees:

Finance Committee: Mr. Shields stated the Finance Committee met prior to this evening's Council meeting and will meet again on April, 11th.

Health, Safety & Sanitation Committee: Mr. Simpson stated they will have an informational meeting prior to the next Finance meeting.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Bill Lamb scheduled a meeting to discuss deer within the city limits. Meeting is scheduled for Tuesday, April 19th at 5:30 p.m.
Discussion on demolition of historic structures in the Historic District coming in late April.

Streets & Sidewalks Committee: Regi Haire stated she held a meeting that was well attended by members of the community, administration and council. Topics included sidewalk lighting on Founders Way, Yard Waste Program, dangerous intersection at Sugarhouse Lane / Rt. 57 & Lexington.

Water & Utilities Committee: Jessica Hazeltine stated she will schedule a meeting sometime in mid-April to discuss funding for the cable access program.

Emerging Technologies Committee: Mr. Rose stated he had the kick-off meeting of the Emerging Technologies Advisory Committee on March 24, 2022 at 6:30 p.m. Discussed next steps. Rick Kirby was nominated and elected as chairperson. Ariel Bly was nominated and elected as co-chair.

Requests for Council Action:

Finance Committee

22-063-3/28 – Budget Amendments

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

Reports of Municipal Officers:

John Coyne III, Acting Mayor, apologized for the unexpected blizzard this morning, there was a lot of snow in a short period of time. He had a meeting with the department heads on Friday, discussed several items and will address them at future meetings. Commended council on their stellar performances this past year.

Keith Dirham, Finance Director, Keith reminded all residents that the city does have Municipal Income tax with RITA. www.RITA-Ohio.com

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, had no report.

Chief Walters, Fire Department, had no report.

Kimberly Marshall, Economic Development Director, had no report.

Jansen Wehrley, Parks and Recreation Director, was not in attendance.

Dan Gladish, Building Official, was not in attendance.

Nino Piccoli, Service Director, had no report.

Patrick Patton, City Engineer, had no report.

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

Conformation of Mayor's Appointments.

Emille Illson – Shade Tree Commission – Exp. 12/31/23

Mr. Simpson moved to approve the Mayor's appointment, seconded by Mr. Rose. The roll was

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called and approved by the yeas votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Notices, communications and petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

Annie Finnerty, Assistant Superintendent for the Medina County Board of Developmental Disabilities, address: 2953 Stonebrook Lane. Annie spoke on the county board stating that March is awareness month for individuals with developmental disabilities. They have been releasing information on social media in regards to that. The County board serves approximately 1,400 people per year that have developmental disabilities. We support and fund those individuals from birth through end of life and it is a lifelong commitment from the county board. Annie spoke of the different programs, education, residential housing and community employment that they offer. They appreciate the support of Medina who has been super supportive to the Medina Co. Board throughout the years, there has been multiple levies.

Introduction and Consideration of Ordinances and Resolutions:

Mr. Simpson moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Rose. Ord. 053-22, Ord. 054-22, Ord. 055-22, Ord. 056-22, Res. 057-22, Res. 058-22, Ord. 059-22, Ord. 060-22, Ord. 061-22, and Ord. 062-22. The roll was called and the motion passed with the yeas votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 053-22:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for a one-year supply of the various kinds of maintenance materials needed for the streets and water lines, including but not limited to salt, the chemicals for use in the treatment of water, and water meters to be used by various departments of the City of Medina, Ohio. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 053-22, seconded by Mr. Rose. Mr. Piccoli stated this is for material bids for one year and are hopeful to secure some decent pricing. The roll was called and Ordinance/Resolution No. 053-22 passed by the yeas votes of B. Lamb, P. Rose, J. Shields, D. Simpson, R. Haire and J. Hazeltine.

Ord. 054-22:

An Ordinance amending Ord. No. 174-21, passed October 25, 2021, relative to the appraisal (Fair Market Value Estimate) of Property #20 for the West Smith Road Reconstruction Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 054-22, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 054-22, seconded by Mr. Rose. Mr. Patton stated this is to increase the previously approved Fair Market Value Estimate for this lot by a total of \$500.00. They need this property in order to

proceed with the project. Emergency is needed due to the land acquisition and milestone deadlines imposed by ODOT. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, J. Hazeltine, and B. Lamb. The roll was called and Ordinance/Resolution No. 054-22 passed by the yea votes of J. Shields, D. Simpson, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

Ord. 055-22:

An Ordinance authorizing the Mayor to accept one (1) Easement necessary for the West Smith Reconstruction Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 055-22, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 055-22, seconded by Mr. Rose. Mr. Patton stated there are a number of easements they need to acquire and this is another one. Emergency is needed due to the land acquisition and milestone deadlines imposed by ODOT. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 055-22 passed by the yea votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 056-22:

An Ordinance accepting a Dedication Plat of Real Estate for street and all other utility purposes for Woodside Green Subdivision, Phase II. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 056-22, seconded by Mr. Rose. Mr. Patton stated this is about 120 feet or so of new pavement connecting two previously dead-end streets. The roll was called and Ordinance/Resolution No. 056-22 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire.

Res. 057-22:

A Resolution authorizing an application for grant assistance from the Federal Aviation Administration (FAA) for the Airport Triggering Event Narrative Report and ALP Update at Medina Municipal Airport. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 057-22, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 057-22, seconded by Mr. Rose. Mr. Huber stated that the FAA provides grant funding for individual airports all across the United States so that there is essentially maintenance of a system that is consistent so you can fly from the East Coast to the West Coast at individual airports that are maintained by the federal government. These grants are available to individual airports every year. The start of the process to expand the airport involves this legislation that allows for application for grant funding to the FAA and the emergency is needed due to this being due by April 11th. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, J. Hazeltine, and B. Lamb. The roll was called and Ordinance/Resolution No. 057-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, J. Hazeltine, and B. Lamb.

Res. 058-22:

A Resolution authorizing the filing of a grant application to AARP for the 2022 Community Challenge Grant. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 058-22, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to

Ordinance/Resolution No. 058-22, seconded by Mr. Rose. Mr. Shields stated Jansen isn't here but believes this is for a grant that we would use toward the pickle ball courts at Ray Mellert Park. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, R. Haire, J. Hazeltine, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 058-22 passed by the yea votes of D. Simpson, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

Ord. 059-22:

An Ordinance amending Ordinance No. 201-21, passed December 13, 2021. (Amendments to 2022 Budget). Mr. Simpson moved for the adoption of Ordinance/Resolution No. 059-22, seconded by Mr. Rose. Mr. Dirham stated this is an amendment to the budget and we just have one this evening and it is a reimbursement of a training expenditure in the Police Department. The roll was called and Ordinance/Resolution No. 059-22 passed by the yea votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 060-22:

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, 2022 through March 31, 2023. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 060-22, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 060-22, seconded by Mr. Rose. Mr. Shields stated that this ordinance and the next two all deal with the city insurance renewals. Mr. Huber stated this insurance is renewed every April. Greg stated they did a request for proposals looking for competitive bids and Wichert Insurance is who they are going with. Greg stated the next two ordinances involve separate insurance, one for city cyber security liability insurance and for the city's airport liability insurance. These were vetted by our broker, these are the best bidders that they selected for the upcoming year. Mr. Shields stated the nice thing is they are actually saving a little bit of money, and another bonus is Wichert Insurance is a local agency. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire. The roll was called and Ordinance/Resolution No. 060-22 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, R. Haire and J. Hazeltine.

Ord. 061-22:

An Ordinance authorizing the Mayor to enter into an Agreement with Jackson Dicken Insurance for the City's Cyber Security Liability Insurance for the period of April 1, 2022 through March 31, 2023. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 061-22, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 061-22, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, J. Hazeltine, and B. Lamb. The roll was called and Ordinance/Resolution No. 061-22 passed by the yea votes of J. Shields, D. Simpson, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

Ord. 062-22:

An Ordinance authorizing the Mayor to enter into a Contract with Arthur J. Gallagher & Co. for the City of Medina's Municipal Airport Liability Insurance for the period of April

Medina City Council
March 28, 2022

1, 2022 through March 31, 2023. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 062-22, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 062-22, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 062-22 passed by the yea votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Council Comments:

Mr. Simpson thanked every department head here tonight for all the hard work that they do, including the Mayor and Acting Mayor Mr. Coyne. Please keep thoughts and prayers for the people of Ukraine and any other conflicts around the world. Be kind to one another.

Mrs. Hazeltine stated she will say this many time before Tuesday, May 3rd. Please, please even though it is not a general election, remember to vote! A lot of important things on the ballot so if you don't make it to the ballot then you don't have a voice. Early voting starts April 5th.

Mr. Lamb complimented Regi Haire for the committee meeting she held in Streets and Sidewalks last week. Regi engaged the residents as well as the administration, Mayor, and members of Council that attended. It was a healthy discussion. No traffic light but we did get something healthy and positive with regard to safety. Bill feels everyone went away quite satisfied that we had reached a compromise that made sense. Bill will begin scheduling hearings the end of April on demolitions in the Historic District, particularly because of the rash of possible demolitions and one that has been approved even though it was twice denied by the Historic Preservation Board. Something needs to be done to better protect the Historic District.

Dennie Simpson announced the Tuesday, April 5th public meeting for Ward 1 & Wrd 2 at Fire Station #1 at 7 p.m. The Mayor and some of the department heads will also be in attendance.

Mr. Shields stated it will be great to have Ward meetings again in person, it's an opportunity to give your views and get answers. Jim echoed Bill's thoughts on the Streets & Sidewalks meeting held by Regi Haire, well done. He thanked the administration for all their hard work and is always impressed.

There being no further business, the meeting adjourned at 8:04 p.m.

Kathy Patton, Clerk of Council

James A. Shields, President of Council Pro-Tem

**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

27401201000 PERMIT NUMBER		NEW TYPE	FIRST WATCH #669 1001 N COURT ST MEDINA OH 44256	
ISSUE DATE				
02 23 2022				
FILING DATE				
D51				
PERMIT CLASSES				
52	077	C	D34191	
TAX DISTRICT		RECEIPT NO.		

FROM 03/24/2022

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



MAILED 03/24/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/25/2022

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 2740120-1000

(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

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

6107460		TRFO	MONARCA CANTINA LLC	
PERMIT NUMBER		TYPE	108 PUBLIC SQ	
10	01	2019		
ISSUE DATE				
03	24	2022		
FILING DATE				
D5 D6				
PERMIT CLASSES				
52	077	C	F27305	
TAX DISTRICT		RECEIPT NO.		

FROM 03/28/2022 SAFEKEEPING

71081340010			PUFFS INC	
PERMIT NUMBER		TYPE	108 PUBLIC SQ	
10	01	2019		
ISSUE DATE				
03	24	2022		
FILING DATE				
D5 D6				
PERMIT CLASSES				
52	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 03/28/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/28/2022

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 TRFO 6107460

(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. 63-22

AN ORDINANCE ACCEPTING THE DONATION OF A 2017 FORD EXPLORER TO THE CITY OF MEDINA FOR USE BY THE MEDINA MUNICIPAL COURT PROBATION DEPARTMENT.

WHEREAS: The Medina County Sheriff would like to donate a 2017 Ford Explorer cruiser, vin number 1FM5K8AR0HGD06528, valued at \$3,000, to the City of Medina for the primary use by the Medina Municipal Court Probation Department.

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

SEC. 1: That the City of Medina hereby accepts the donation of a 2017 Ford Explorer from the Medina County Sheriff's Office for use as a vehicle for the Medina Municipal Court Probation Department.

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

RESOLUTION NO. 64-22

A RESOLUTION AUTHORIZING THE GRANT APPLICATION TO THE OHIO LAW ENFORCEMENT BODY ARMOR PROGRAM TO PURCHASE BODY ARMOR VESTS FOR THE MEDINA MUNICIPAL COURT.

WHEREAS: The Ohio Attorney General's Office and the Ohio Bureau of Workers' Compensation have created the new Ohio Law Enforcement Body Armor Program to help Ohio's local law enforcement entities to purchase body armor vests; and

WHEREAS: The Medina Municipal Court wishes to apply and to be awarded \$3,995.00 for vest expenditures through this program.

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

SEC. 1: That the City of Medina hereby authorizes the grant application to the Ohio Law Enforcement Body Armor Program in the amount of \$3,995.00 to fund body armor vest expenditures for the Medina Municipal Court.

SEC. 2: That if the Grant is awarded, the Municipal Court is hereby authorized to accept the Grant and complete all documentation for the implementation and administration of the Grant.

SEC. 3: 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. 4: 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

ORDINANCE NO. 65-22

AN ORDINANCE AMENDING THE BENCHMARK SOFTWARE LICENSE AGREEMENT BETWEEN PIONEER TECHNOLOGY GROUP, LLC AND THE MEDINA MUNICIPAL COURT.

WHEREAS: The Case Management System for the Municipal Court was authorized by Judge Dale H. Chase via Judgement Entry dated June 14, 2017, and the agreement was entered into on September 18, 2017; and

WHEREAS: Both parties have agreed to amend this Agreement.

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

SEC. 1: That the Amendment to the September 18, 2017 Benchmark Software License Agreement between Pioneer Technology Group, LLC and the Medina Municipal Court is hereby authorized, subject to the Law Director's final approval.

SEC. 2: That a copy of the amendment to the agreement is marked Exhibit A, attached hereto and incorporated herein.

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 considered in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor



ORD. 65-22
EXH. A

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

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

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

The parties agree to amend the Agreement as follows:

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

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

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

MEDINA:

Signed: _____
Name: _____
Title: _____
Date: _____
Street Address: _____
City/State/Zip: _____

PIONEER TECHNOLOGY GROUP:

Signed: _____
Name: _____
Title: _____
Date: _____
Street Address: _____
City/State/Zip: _____

EXHIBIT A: FEES

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

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

ORDINANCE NO. 66-22

AN ORDINANCE AUTHORIZING THE MAINTENANCE AGREEMENT WITH LAKE BUSINESS PRODUCTS TO REPLACE EXISTING COPIERS AND EXTEND THE CURRENT SERVICE CONTRACT FOR THE MEDINA MUNICIPAL COURT.

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 Maintenance Agreement with Lake Business Products to replace existing copiers and to extend the current Service Contract, via Canon State/Association Contract Number 800901, is hereby authorized to for the Medina Municipal Court.

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



Contract Acknowledgement in lieu of Purchase Order

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

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

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

Signature

Title

Date

CONTRACT TERMS AND CONDITIONS

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

Customer Acceptance (Initial) _____

Date _____

Rev 010120

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: (a) the higher of 10% of the Payment which is late or \$26.00, or (b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward. (j) If the shipping charges or taxes differ from the estimate given to you; and/or (k) 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 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(ies). 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 to protect our interests, 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 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 if 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 chatted paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded 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; JURISDICTION:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

14. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee up to \$5.00 per asset to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of clicks/prints shown on page 1 for each applicable click/print type. Regardless of the number of clicks/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable 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.

imageRUNNER ADVANCE DX



Proposed Solution Financials:

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

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

Maintenance and Supplies

Mono Service Rate: \$0.0089/print

*Rates for all equipment above

The imageRUNNER Service maintenance agreement includes:

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

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

Sincerely,

Caleb Schultz
Account Manager



Customer Care Agreement

APPLICATION NO.

AGREEMENT NO.

653 Miner Road • Highland Heights, OH 44143 • Phone: 440.953.1999 • Fax: 440.975.2278

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

CUSTOMER INFORMATION

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

EQUIPMENT DESCRIPTION

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

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Form with fields for Payments* of \$, Security Deposit* \$, and various payment options (B&W clicks, Color clicks, B&W prints, Color prints).

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

END OF TERM OPTION

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

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

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for Lake Business Products, Inc., SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

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

Form for Customer Acceptance with fields for MEDINA MUNICIPAL COURT, SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. # and PRINT NAME fields.

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.

Form for Delivery & Acceptance Certificate with fields for MEDINA MUNICIPAL COURT, SIGNATURE, TITLE, and ACCEPTANCE DATE.

TERMS AND CONDITIONS

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



Equipment Removal Form

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

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

Removal Details

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

Equipment Detail				
Make	Model	Serial	End Meter	Notes
Canon	4745i	UMV02346	528,346	

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

Customer Acceptance

Authorized Signature

Date

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

Dealer agrees to pay the agreed upon with in 45 business days after customer's verification of installed and functional equipment from Dealer.

Dealer agrees to store equipment at customer's request for a period not to exceed 90 days from date equipment is removed from customer's location. After 90 days customer agrees to pay Dealer normal storage fees until equipment is shipped back to leasing company.

Dealer is not responsible for damaged or stolen equipment. Customer needs to maintain insurance coverage on equipment until received by leasing company or their agent.

Dealer is not responsible for serial numbers not listed on original documents.



Maintenance Contract

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

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

SEE ATTACHED ADDENDUM

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

Color Copier			
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"/>		

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

B&W/Color Printer			
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"/>		

Other Equipment			
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"/>		

Connectivity Support			
Base: 1-5 Units (\$10.00/unit/mo) \$ _____		<input type="checkbox"/> Decline: Time and Material. \$150 per hour for on-site support or \$75 per hour for remote support.	
Base: 6-10 Units (\$55.00/mo) \$ _____	Base: 11+ Units \$ _____		

Term

12 MOS 24 MOS 36 MOS 48 MOS 60 MOS OTHER _____

Special Instructions

Customer Decline

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

Customer Signature _____

Print Name _____ Date _____

Customer Acceptance

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

Customer Signature _____

Print Name _____ Date _____

ORDINANCE NO. 67-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDINA TOWNSHIP FOR THE PURPOSE OF PROVIDING 9-1-1 EMERGENCY POLICE DISPATCH AND COMMUNICATIONS SERVICES ON BEHALF OF THE RESIDENTS OF THE TOWNSHIP AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Medina Township for the purpose of providing 9-1-1 emergency police dispatch and communications services on behalf of the residents of the Township for the period January 1, 2022 to December 31, 2024.

SEC. 2: That a copy of the Agreement for Service is marked Exhibit A, attached hereto and incorporated herein.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to continue the previous ongoing agreement expired on December 31, 2021; 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

AGREEMENT FOR SERVICE

ORD. 67-22
EXH. A

I

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

II

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

III

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

IV

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

V

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

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

VI

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

VII

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

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

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

VIII

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

IX

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

X

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

XI

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


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

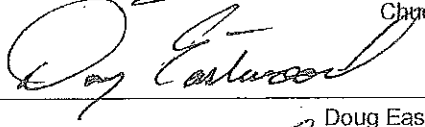
CITY OF MEDINA

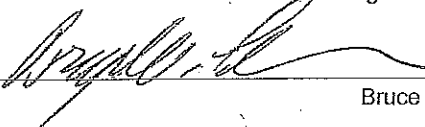
By: _____

Dated: _____

MEDINA TOWNSHIP

By:  _____
Chuck Johnson, Chairman

By:  _____
Doug Eastwood, Vice Chairman

By:  _____
Bruce Christopher, Trustee

Dated: March 17, 2022

Resolution #: 03172022-023

Approved as to form

Medina County Prosecutor's Office
S. Forrest Thompson

Assistant Prosecutor

Emergency Dispatch and Communications Services Agreement resolution

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

APPROVED BY MEDINA TWP. TRUSTEES

Date 3-17-2022

Trustee Chm. [Signature]

Trustee [Signature]

Trustee [Signature]

ORDINANCE NO. 68-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CLEVELAND CLINIC MEDINA HOSPITAL LIFE SUPPORT TEAM FOR THE PURPOSE OF PROVIDING 9-1-1 DISPATCH SERVICES, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement between the City of Medina and the Cleveland Clinic Medina Hospital LST for the purpose of providing 9-1-1 emergency police dispatch services for the period of January 1, 2022 through December 31, 2024.

SEC. 2: That a copy of the Agreement for Service is marked Exhibit A, attached hereto and incorporated herein.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to continue the previous ongoing agreement which expired on December 31, 2021; 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

DED. 68-22
Exh. A

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

COMPANY INFORMATION

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

CONTRACT INFORMATION

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

TERM INFORMATION

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

LEGAL TEAM INFORMATION

Attorney: ASHLEY PRIVETT

Paralegal:

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

AGREEMENT FOR SERVICE

I

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

II

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

III

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

IV

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

V

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

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

VI

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

VII

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

VIII

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

IX

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

X

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

XI

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

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

Medina Hospital / LST

City of Medina

By: _____
Name: James Madasz
Title: COO
Date: _____

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

ORDINANCE NO. 69-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MONTVILLE TOWNSHIP FOR THE PURPOSE OF PROVIDING 9-1-1 EMERGENCY POLICE DISPATCH AND COMMUNICATIONS SERVICES ON BEHALF OF THE RESIDENTS OF THE TOWNSHIP AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Montville Township for the purpose of providing 9-1-1 emergency police dispatch and communications services on behalf of the residents of the Township for the period of January 1, 2022 to December 31, 2024.

SEC. 2: That a copy of the Agreement for Service is marked Exhibit A, attached hereto and incorporated herein.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to continue the previous ongoing agreement expired on December 31, 2021; 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

AGREEMENT FOR SERVICE

ORD. 69-22
Exh. A

I

This Agreement made and entered into this 22nd, day of March, 2022, by and between the **CITY OF MEDINA**, hereinafter referred to as "the City" and **MONTVILLE TOWNSHIP**, hereinafter referred to as "the Township".

II

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

III

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

IV

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

V

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

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

VI

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

VII

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

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

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

VIII

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

IX

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

X

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

XI

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

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

CITY OF MEDINA

By: _____

Dated: _____

MONTVILLE TOWNSHIP

By: ADD Brandon

By: Sully Abmauch

By: Ronald Pachof

Dated: 03-22-2022

Resolution #: 032222.01

RESOLUTION NO. 70-22

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

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

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

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

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

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 71-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2022 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 2022 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 \$600,000, is available as follows: \$575,000.00 in Account No. 108-0610-54411 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. 72-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2022 CONCRETE PAVEMENT GENERAL SERVICES 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 2022 Concrete Pavement General Services 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 as follows: \$74,300.00 in Account No. 108-0610-54411, \$400.00 in Account No. 108-0610-53311, and \$300.00 in Account No. 108-0610-52214.

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. 73-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2022 PAVEMENT MARKING 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 2022 Pavement Marking 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 \$60,000.00, is available as follows: \$59,300.00 in Account #102-0610-54411, \$400.00 in Account #102-0610-53311, and \$300.00 in Account #102-0610-52214.

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. 74-22

AN ORDINANCE AMENDING ORDINANCE NO. 61-22, PASSED MARCH 28, 2022, RELATIVE TO THE COST OF THE AGREEMENT WITH JACKSON DIEKEN INSURANCE FOR THE CITY'S CYBER SECURITY LIABILITY INSURANCE, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 61-22, passed March 28, 2022, authorized the agreement with Jackson Dieken Insurance for the City's Cyber Security Liability Insurance for the period of April 1, 2022 through March 31, 2023; and

WHEREAS: Ordinance No. 61-22, passed March 28, 2022, Section 2 presently states the following: **That the funds to cover the expenditure, in the amount of \$16,540.00 are available in each appropriate budget.**

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

SEC. 1: That Ordinance No. 61-22, passed March 28, 2022, Section 2 shall be amended to read as follows: **That the funds to cover the expenditure, in the amount of \$21,000.00 are available in each appropriate budget.**

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 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the effective date of the agreement began on April 1, 2022; 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

ORDINANCE NO. 75-22

AN ORDINANCE AMENDING ORDINANCE NO. 201-21,
PASSED DECEMBER 13, 2021. (Amendments to 2022 Budget)

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

SEC. 1: That Ordinance No. 201-21, passed December 13, 2021, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
547-0658-54411	27,500.00 *
103-0610-50111	20,000.00
103-0610-50112	20,000.00
171-0410-53315	1,512.00
171-0748-53315	1,512.00
171-0748-50111	5,000.00
151-0101-53313	2,500.00 *
152-0101-52211	8,391.93 *
137-0406-52215	30,700.00 *

SEC. 2: That Ordinance No. 201-21, passed December 13, 2021, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
103-0610-53312	20,000.00
103-0610-53312	20,000.00
171-0743-53315	1,512.00
171-0743-53315	1,512.00
171-0743-53315	5,000.00

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.

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 76-22**A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT), AND DECLARING AN EMERGENCY.**

WHEREAS: Section 5513.01(B) provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges or Universities to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

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

- SEC. 1:** That the Mayor hereby requests authority in the name of the City of Medina to participate in the Ohio Department of Transportation contracts for sodium chloride (rock salt), Contract 018-23 and agrees:
- 1) To purchase an estimated salt tonnage of 2,100 tons (stockpile capacity 1,600 tons) exclusively from the vendor awarded the sodium chloride contract for the county in which said political subdivision is located;
 - 2) To be bound by the terms and conditions of the contract;
 - 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
 - 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

Minimum Order = 1 truckload/22 tons without piler or 200 tons with piler

Stockpile Location: 781 West Smith Road
Medina, OH 44256

Stockpile Capacity: 1,600 tons

Tons Required: 2,100 tons (estimated)

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year indicating storage capacity and stating salt needs for the contract period.

SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Transportation, Office of Contracts, Purchasing Services, prior to the mailing of Invitation 018 each year.

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

SEC. 5: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the contract is due by April 29, 2022; wherefore, this Resolution 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

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2022**

WHEREAS, the City of Medina, Ohio (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 29 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____ (Authorized Signature) _____ Approval Date
Dennis Hanwell, Mayor

_____ (Authorized Signature) _____ Approval Date
John M. Coyne, III, President of Council

_____ (Authorized Signature) _____ Approval Date
Attest – Kathy Patton, Clerk of Council

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN APRIL 29, 2022.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.