

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

October 13, 2020 (Tuesday)
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (September 28, 2020)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayor's appointment.

Rec. Center Advisory Board – Suzanne Swain (City Rep.) – Exp. 12/31/22

Notices, communications and petitions.

Liquor Permit:

Mr. Shields moved not to object to the issuance of a new D2 and D3 permit to IBC Bars LLC, dba Diner 42, 1st Floor & Deck, 665 Lafayette Road, 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. 172-20, Ord. 173-20, Ord. 174-20, Ord. 175-20, Ord. 176-20, 177-20, 178-20.

Ord. 172-20

An Ordinance of the Council of the City of Medina, Ohio certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.

(emergency clause requested)

Medina City Council
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Ord. 173-20

An Ordinance authorizing the increase of the expenditure to Walter Haverfield, LLP to \$45,000 for the Law Department.

Ord. 174-20

An Ordinance authorizing the expenditure to Hall Public Safety Upfitters to outfit two new Ford Police Cruisers for the Police Department.

Ord. 175-20

An Ordinance amending Sections 31.02 and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Municipal Court Probation Grant Positions.

(emergency clause requested)

Ord. 176-20

An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to 2020 Budget)

Ord. 177-20

An Ordinance authorizing the Finance Director to repay the following Advances.

Ord. 178-20

An Ordinance authorizing the Mayor to execute a Lease Agreement with Williams Scotsman, Inc. for the lease of a flex-portable building for the Medina Municipal Court.

(emergency clause requested)

Council Comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, September 28, 2020

Call to Order:

Medina City Council met in regular session on Monday, September 28, 2020. The meeting was called to order at 7:30 p.m. by President of Council Pro-Tem Jim Shields who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: D. Simpson, J. Hazeltine, E. Heffinger, P. Rose, and J. Shields. B. Lamb was absent.

Also present were the following members of the Administration: Acting Mayor John Coyne, Keith Dirham, Lori Bowers, Greg Huber, Patrick Patton, Nino Piccoli, Chief Kinney, Kimberly Marshall, Jansen Wehrley, and Kathy Patton.

Minutes:

Mr. Simpson moved that the minutes from the regular meeting on September 14, 2020 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 J. Hazeltine, E. Heffinger, P. Rose, J. Shields, and D. Simpson.

Reports of Standing Committees:

Finance Committee: Mr. Shields stated they met prior to this evenings Council Meeting and will meet again in 2 weeks on Tuesday, October 13th.

Health, Safety & Sanitation Committee: Mr. Simpson had no report, is looking to schedule a meeting for updates on the Police, Fire and Sanitation Department hopefully mid to late October or early November.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb was absent.

Streets & Sidewalks Committee: Mr. Heffinger had no report.

Water & Utilities Committee: Mrs. Hazeltine had no report.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

- 20-181-9/28 – Budget Amendments
- 20-182-9/28 – Discuss uses of COVID-19/CARES Funds
- 20-183-9/28 – Then & Now – Ohio Alcohol Monitoring Systems, LLC – Municipal Court
- 20-184-9/28 – Increase P.O. #2020-721 – Davis Tree Farm – Forestry Dept.
- 20-185-9/28 – Discussion – Montville Twp/Medina Twp. Fire Contracts
- 20-186-9/28 – Increase P.O. #2020-625 – Walter Haverfield – Law Dept.
- 20-187-9/28 – Outfit two new 2021 Ford Explorers – Police Dept.
- 20-188-9/28 – Retro Pay / Healthcare Coverage – Probation Officers – Municipal Court

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20-189-9/28 – Approve/Disapprove Draft Solid Waste Management Plan Update
20-190-9/28 – Fund Advance Request
20-191-9/28 – Fund Transfer Request – Parking Fund

Reports of Municipal Officers:

John Coyne, Acting Mayor, thanked council for all their hard work.

John stated he has received two emails:

Rick Kirby resides at 246 W. Friendship – Question in regard to feeding the deer and whether or not he can use a local litter ordinance regarding feeding the deer because of all the mess that is made around the ground in feeding them. John spoke with the Law Director and felt it would not be a violation of the Littering Ordinance because it's your own property, however if it attracts rodents and other nuisance on your property then you may have a public nuisance or private nuisance claim that could be brought against you for doing that.

Tammy Kirby also resides at 246 W. Friendship – in regards to the money set aside by the city for the combined courthouse project, is it possible to divert reallocated funds that were allocated to the courthouse project to use elsewhere like possibly to open the Memorial Pool next year instead of using them to build a courthouse with the county. The answer is no, we have no authority as council to dictate the use of the Special Courts Project funds, that is under the jurisdiction of the Judge only. The use is limited to specific court purposes.

Keith Dirham, Finance Director, apologized for his absence at last council meeting and it kind of ties into our first resolution. He was exposed to someone that tested positive with Covid-19 and he had to quarantine for 14 days but he is currently not experiencing any symptoms. The Deputy Finance Director is Acting Finance Director when the Finance Director is out of town, which normally is a planned thing such as if he were going on vacation or something. Lori stepped up and did a great job of covering for many meetings in that two week period on very short notice and he really appreciates the work that she does.

Greg Huber, Law Director, had no report.

Chief Kinney, Police Department, had no report.

Kimberly Marshall, Economic Development Director, stated the Ohio Means Jobs Medina County office in conjunction with Made in Medina County initiative and team are sponsoring a Medina County Manufacturing virtual career fair on Friday, October 2nd from 9 a.m. to 2 p.m. 28 companies participating and 12 of those are City of Medina manufacturing employers. Contact Shawn Thomas 330-441-0409 shon.thomas@medinaomj.org

Jonathan Mendel, Planning Community Director, update on behalf of Rec. Center Director Mike Wright in regards to the operations at the Medina Community Recreation Center. The Rec is open Monday through Friday – 7 a.m. to 7 p.m., and Saturdays 10 a.m. to 6 p.m. All equipment is spatially distanced at 6 feet or more and they have not yet reached the facility limit of 125 individuals at one time. Currently allowing day pass users. Locker rooms are now also available. Silver Sneakers programs such as Land and Water classes are running, and any information

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regarding future sales or programs that will be offered will be communicated through the Medina Community Recreation Center website, Facebook, emails or print ads in the Medina Weekly News.

Chief Painter, Fire Department, was absent.

Mike Wright, Rec. Center Director, was absent.

Jansen Wehrley, Parks and Recreation Director, spoke on behalf of Mike Wright.

Dan Gladish, Building Official, was absent.

Patrick Patton, City Engineer, had no report.

Nino Piccoli, Service Director, thanked Lori Bower and the office workers in the Finance Department for all their hard work.

Notices and petitions:

Unfinished Business:

Introduction of Visitors:

Nathan Case resides at 513 E. Washington St. spoke on the courthouse. Point in history that thrives on deception. Lately politics are disgusting. Just need to hear the facts – why does proposed legislation have to have hidden motives buried in them? Why does the press have to spin facts and only air part of the quote? Experienced at state and federal level now in our small city. How could they think of tearing down the old courthouse the cornerstone of the square? He felt he was not informed enough to sign the petitions. The fact of the matter is the old 1841 courthouse was never planned to be torn down, there was talk on possibly tearing down the 1969 courthouse at the time but that idea had long passed. The audacity of these petitioners to stand in front of the old courthouse and act like they wanted to protect it was a lie. They want the people of Medina City to use their power of personal representation to vote for city council to relinquish their legislative authority to make decisions at a city level, in other words they want you to not have a choice in a city matter. Does this sound strange to anyone else out there? What is their motive, what do they gain? Nathan fact checked every point and as he does more he will post it on Facebook page: Medina Courthouse Facts. If you vote NO, no courthouse buildings will be demolished, this is a new building not a replacement. Estimated cost of combined project is 38 million, County share is \$30 million and City share is \$8 million. Nowhere near the \$60 million projected by the Save the Courthouse propaganda. Municipal Court saved \$4.3 million over the past 20 years, this money can only be used for court expenditures. Vote “NO” Don’t let your voice be stifled by a few people that created a deceiving cause with ill-informed advertising.

Introduction and Consideration of Ordinances and Resolutions:

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Res. 164-20, Res. 165-20, Ord. 166-20, Res. 167-20, Ord. 168-20. Ord. 169-20, Ord. 170-20, Ord.

171-20. Mr. Simpson moved to suspend the rules requiring three readings, seconded by Mr. Rose. The roll was called and the motion to suspend passed by the yea votes of E. Heffinger, P. Rose, J. Shields, D. Simpson, and J. Hazeltine.

Res. 164-20:

A Resolution commending Deputy Finance Director Lori Bowers for her outstanding service to the City of Medina. Mr. Shields presented Deputy Finance Director Lori Bowers with Resolution No. 164-20 commending her for her outstanding service to the City of Medina. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 164-20, seconded by Mr. Rose. The roll was called and Ordinance/Resolution No. 164-20 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Hazeltine, and E. Heffinger.

Res. 165-20:

A Resolution donating twenty-one (21) Optiplex computers to the Medina City Schools. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 165-20, seconded by Mr. Rose. Mr. Dirham stated these donations are in lieu of these otherwise going to the city auction where they would not have generated much money. They are better served in the schools. Mr. Shields will be abstaining from this vote due to his employment with the Medina City Schools. The roll was called and Ordinance/Resolution No. 165-20 passed by the yea votes of D. Simpson, J. Hazeltine, E. Heffinger, and P. Rose. J. Shields abstained.

Ord. 166-20:

An Ordinance authorizing the Mayor to execute Preliminary Legislation with the Ohio Department of Transportation (ODOT) for the SR 18 Corridor Improvement Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 166-20, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 166-20, seconded by Mr. Rose. Mr. Patton stated this expresses the city's consent, support and cooperation, for the SR 18 project starting next year. Emergency clause is needed since we only received this a couple weeks ago. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, E. Heffinger, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 166-20 passed by the yea votes of D. Simpson, J. Hazeltine, E. Heffinger, P. Rose, and J. Shields.

Res. 167-20:

An Ordinance supporting the Friends of the Cemetery's application to ArbNet seeking to designate Spring Grove Cemetery as an official Arboretum. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 167-20, seconded by Mr. Rose. Mr. Wehrley stated the Friends of the Cemetery discussed this and contracted with Bartlett Tree Expert Company to do a master plan, an inventory to start the process in order to get the application submitted. The Friends of the Cemetery are requesting a resolution of support to apply for this, they have been committed to investing into the preservation, beautification and maintenance of the gardens and trees at Spring Grove. Jansen did some research to see if the city would be bound to anything by Spring Grove getting an arboretum accreditation, the ArbNet Program was established to share a widely recognized set of industry standards in the arboretum community and accreditation for this is entirely free of charge and based on a self-assessment and documentation of certain levels of

achievement. This would potentially set us up for a small amount of grant funding through the ArbNet Program to help us further the goals and meet different standards to step up with 5 different levels of accreditation. Mr. Rose thanked Jansen for his further research. Mr. Simpson thanked the Friends of the Cemetery. October 10th at 1 p.m. there is a walking tour to identify some of the trees for the public. Meet at the Amos Mears building. The roll was called and Ordinance/Resolution No. 167-20 passed by the yea votes of E. Heffinger, P. Rose, J. Shields, D. Simpson, and J. Hazeltine.

Ord. 168-20:

An Ordinance amending Rule VIII (K) (2) of the Civil Service Rules and Regulations of the City of Medina to Probationary Periods for All Original Appointments. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 168-20, seconded by Mr. Rose. Mr. Shields stated we had an upcoming retirement of the Fire Chief and it was determined that all original appointments, the probationary period was a year except for police and fire positions and the Mayor had requested that Civil Service review that and make everything standard at one year. The roll was called and Ordinance/Resolution No. 168-20 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Hazeltine, and E. Heffinger.

Ord. 169-20:

An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to 2020 Budget) Mr. Simpson moved for the adoption of Ordinance/Resolution No. 169-20, seconded by Mr. Rose. Mr. Dirham stated a few are pass through, then the appropriation of the CARES Act funding and the rest are changing the budget to cover grant fund expenditures. The roll was called and Ordinance/Resolution No. 169-20 passed by the yea votes of J. Shields, D. Simpson, J. Hazeltine, E. Heffinger, and P. Rose.

Ord. 170-20:

An Ordinance authorizing the Finance Director to make certain fund advances. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 170-20, seconded by Mr. Rose. Keith stated an advance is where we loan money from one fund to another and in this case it is mostly for grant projects because the grants are typically reimbursements so we have to spend the money and then get the grant and then repay the advance. The roll was called and Ordinance/Resolution No. 170-20 passed by the yea votes of D. Simpson, J. Hazeltine, E. Heffinger, P. Rose, and J. Shields.

Ord. 171-20:

An Ordinance authorizing the Finance Director to make certain fund transfers. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 171-20, seconded by Mr. Rose. Mr. Dirham stated this is a transfer to the parking fund. Parking fund does not have sufficient revenue to cover its costs so we transfer money to it each year and this is budgeted. The roll was called and Ordinance/Resolution No. 171-20 passed by the yea votes of J. Hazeltine, E. Heffinger, P. Rose, J. Shields, and D. Simpson.

Council Comments:

Mr. Simpson stated that next week early voting starts or you can go to your voting place and vote in person on November 3rd. It is so important! Remember that no matter what your political views are, just remember to respect each other's opinion and be kind to each other.

Mr. Rose spoke of the pickle-ball league at AI Root Middle School encouraging all to try it out. Carol Erikson is the USA Pickle-Ball Ambassador from Medina and she truly enjoys promoting this sport which keeps seniors physically and socially active and provides a healthy outlet for the youth. The URL for the pickle-ball organization is usapickleball.org.

Mrs. Hazeltine stated that September is both National Recovery Month as well as Suicide Awareness Month. Keeping in mind all the services for recovery and mental health that are available in our community some of those are Alternative Paths, Hope Recovery Community, The Recovery Center of Medina County, Bellfair and Ohio Guide Stone.

Mr. Shields thanked Dennie for his reminder to always be kind. During these times more than ever when people's patience is on edge he reminds himself and tells people about Dennie as a council member always reminding people to be kind. It's such an important message.

Mr. Coyne spoke about budgets and how they asked every Administration to cut their budgets by 10% across the board. That is a huge sacrifice that everybody is taking and we appreciate all the effort that has been made by all the department heads to do that because that will be helpful to us as a city so we don't have to lay anybody off and we can move forward hopefully with the services being provided as they are being provided today.

There being no further business before Council, the meeting adjourned at 8:09 p.m.

Kathy Patton, CMC - Clerk of Council

James Shields, President of Council Pro-Tem

ORDINANCE NO. 172-20

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: 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. 2: That the Finance Director is authorized to draw warrants for the payment of Invoices totaling \$4,336.00 to Ohio Alcohol Monitoring Systems, LLC for the 2019 Services to the Probation Department at Medina Municipal Court from Account No. 166-0705-52226.

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 because of the immediate need for the authorization of expenditures, 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

ORDINANCE NO. 173-20

AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO WALTER HAVERFIELD, LLP TO \$45,000 FOR THE LAW DEPARTMENT.

WHEREAS: The Law Director has requested to increase Purchase Order #2020000625 from \$15,000.00 to \$45,000.00, which requires the Council’s approval; and

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

SEC. 1: That the increase to Purchase Order #2020000625 from \$15,000 to \$40,000 is hereby authorized for the Law Department.

SEC. 2: That the funds to cover this expenditure are available in Account No. 001-0704-52225.

SEC. 3: 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. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 174-20

AN ORDINANCE AUTHORIZING THE EXPENDITURE TO HALL PUBLIC SAFETY UPFITTERS TO OUTFIT TWO NEW 2021 FORD POLICE CRUISERS FOR THE POLICE DEPARTMENT.

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

- SEC. 1:** That the expenditure to Hall Public Safety Upfitters to outfit two new 2021 Ford Explorer Police Cruisers is hereby authorized for the Police Department.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this purchase, in the amount of \$24,355.12, are available in Account No. 106-0101-53321.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 175-20

AN ORDINANCE AMENDING SECTIONS 31.02 AND 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE MUNICIPAL COURT PROBATION GRANT POSITIONS, AND DECLARING AN EMERGENCY.

WHEREAS: Section 31.02 (B) (6) of the Salaries and Benefits Code pertaining to the Municipal Court Grant Positions presently reads as follows:

(6) MUNICIPAL COURT GRANT POSITIONS		<u>Hourly Rate</u>
1	Intensive Supervision Probation Officer*	\$25.58/hr.
1	Probation Officer/Group Facilitator (part-time)*	\$25.58/hr.

*Positions effective to June 30, 2021. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

**Position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by grant. Currently, as of January 13, 2020 – 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week from the CCA Grant.

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16, 126-17, 157-18, 110-19, 24-20)

WHEREAS: Section 31.05 of the Salaries and Benefits Code pertaining to the Municipal Court presently reads as follows:

MUNICIPAL COURT

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

*That the position of Probation Secretary may be filled by more than one person, not to exceed forty-eight (48) hours in one week if filled by two part-time positions, and shall be paid from the Probation Services Fund.

** Positions effective to June 30, 2021 from Intensive Supervision Grant. The Intensive Supervision Probation Officer shall receive health care, vacation, sick, and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant. (Ord. 128-04, 164-05, 144-12, 25-16, 158-17, 110-19)

**** For the position of Chief Probation Officer, Account No. 001-0705 of the General Fund will absorb wages up to Pay Grade 13F. The balance of the funding for this position shall come from Account No. 161-0705, Probation Services Fund. (Ord. 37-04, Effective 4-1-04)

*****The position of Court Security Officer may be filled by more than one person. (Ord. 175-05, 234-05, 273-05, 130-06, 153-06, 247-06, 26-07, 129-08, 104-09, 69-12, 20-12, 126-19)

***** Position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full-time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by the grant. . Currently, as of January 13, 2020 - 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week from the CCA Grant. (Ord. 24-20)

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

SEC. 1: That Section 31.02 (B) (6) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows relative to the Municipal Court Grant Positions:

(6) MUNICIPAL COURT GRANT POSITIONS

		<u>Hourly Rate</u>	
1	Intensive Supervision Probation Officer*	\$25.58/hr.	\$26.24
1	Probation Officer/Group Facilitator **	\$25.58/hr.	\$26.24
Retroactive to July 1, 2020			

*Positions effective to June 30, 2021. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

**Position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by the grant. Currently, as of January 13, 2020 - 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week from the CCA Grant.

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16, 126-17, 157-18, 110-19, 24-20, **Ord. 175-20**)

SEC. 2: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows relative to the Municipal Court:

MUNICIPAL COURT

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

*That the position of Probation Secretary may be filled by more than one person, not to exceed forty-eight (48) hours in one week if filled by two part-time positions, and shall be paid from the Probation Services Fund.

** Positions effective to June 30, 2021 from Intensive Supervision Grant. The Intensive Supervision Probation Officer shall receive health care, vacation, sick, and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant. (Ord. 128-04, 164-05, 144-12, 25-16, 158-17, 110-19, **175-20**)

**** For the position of Chief Probation Officer, Account No. 001-0705 of the General Fund will absorb wages up to Pay Grade 13F. The balance of the funding for this position shall come from Account No. 161-0705, Probation Services Fund. (Ord. 37-04, Effective 4-1-04)

*****The position of Court Security Officer may be filled by more than one person. (Ord. 175-05, 234-05, 273-05, 130-06, 153-06, 247-06, 26-07, 129-08, 104-09, 69-12, 20-12, 126-19)

***** Position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full-time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by the grant. . Currently, as of January 13, 2020 - 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week from the CCA Grant. (Ord. 24-20, **Ord. 175-20**)

SEC. 3: That this Ordinance shall be effective as of July 1, 2020.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant is currently in effect; 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. 176-20

**AN ORDINANCE AMENDING ORDINANCE NO. 187-19,
PASSED NOVEMBER 25, 2019. (Amendments to 2020 Budget)**

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

SEC. 1: That Ordinance No. 187-19, passed November 25, 2019, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
104-0301-53322 (Accept Check Mountain Bike Assoc.)	1,060.80 *
109-0755-50111 (FY21 JRIG)	36,473.00 *
109-0755-50112 (FY21 Probation Grant)	1,000.00 *
109-0755-50114 (FY21 Probation Grant)	1,500.00 *
109-0755-50116 (FY21 Probation Grant)	1,000.00 *
109-0755-51121 (FY21 Probation Grant)	3,000.00 *
109-0755-51122 (FY21 Probation Grant)	30,000.00 *
109-0755-51126 (FY21 Probation Grant)	500.00 *
109-0705-50111 (FY21 Probation Grant)	96,809.00 *
109-0705-50112 (FY21 Probation Grant)	500.00 *
109-0705-50114 (FY21 Probation Grant)	1,000.00 *
109-0705-50115 (FY21 Probation Grant)	5,000.00 *
109-0705-50117 (FY21 Probation Grant)	500.00 *
109-0705-51121 (FY21 Probation Grant)	1,000.00 *
109-0705-51122 (FY21 Probation Grant)	8,000.00 *
109-0705-51123 (FY21 Probation Grant)	500.00 *
109-0705-51126 (FY21 Probation Grant)	1,500.00 *
109-0705-52211 (FY21 Probation Grant)	866.00 *
001-0711-52215 (RITA Overhead Expenses)	110,000.00 *
386-0661-56615 (Repay Advance-Guilford Bridge)	605,340.00 *
386-0675-56615 (Repay Advance-Champ Creek)	298,320.00 *
147-0670-56615 (Repay Advance-FY16 Grant)	88,825.00 *
902-0355-56615 (Repay Advance-Bicentennial Fund)	30,000.00 *

SEC. 1: That Ordinance No. 187-19, passed November 25, 2019, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
001-0101-52215 (9/16/20 Police Budget Reduction)	16,035.00
001-0101-53315 (9/16/20 Police Budget Reduction)	5,000.00
001-0140-53322 (9/16/20 Street Lighting Budget Reduction)	21,500.00
001-0210-53322 (9/16/20 Cemetery Budget Reduction)	5,000.00

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001-0210-54417 (9/16/20 Cemetery Budget Reduction)	7,000.00
001-0210-54413 (9/16/20 Cemetery Budget Reduction)	10,000.00
001-0210-54412 (9/16/20 Cemetery Budget Reduction)	6,328.00
001-0420-52215 (9/16/20 Forestry Budget Reduction)	10,000.00
001-0420-54411 (9/16/20 Forestry Budget Reduction)	10,292.00
001-0704-52225 (9/16/20 Law Budget Reduction)	23,764.00
001-0410-52215 (9/9/20 P&Z Budget Reduction)	2,653.00
001-0430-52215 (9/9/20 Building Budget Reduction)	8,664.00
001-0702-53313 (9/9/20 Mayor Budget Reduction)	2,000.00
001-0702-50116 (9/9/20 Mayor Budget Reduction)	1,000.00
001-0702-50115 (9/9/20 Mayor Budget Reduction)	1,000.00
001-0702-52211 (9/9/20 Mayor Budget Reduction)	1,000.00
001-0701-52214 (9/9/20 Council Budget Reduction)	4,000.00
001-0701-52215 (9/9/20 Council Budget Reduction)	2,000.00
001-0701-53311 (9/9/20 Council Budget Reduction)	1,000.00
001-0701-50116 (9/9/20 Council Budget Reduction)	1,000.00
001-0701-51123 (9/9/20 Council Budget Reduction)	3,500.00
001-0701-50111 (9/9/20 Council Budget Reduction)	4,272.00
102-0545-54417 (7/8/20 Leaf Collection Budget Reduction)	10,567.00
102-0610-50111 (7/8/20 Street Maint. Budget Reduction)	10,313.00
102-0620-50111 (7/8/20 Storm Sewer Budget Reduction)	36,440.00
107-0110-50111 (6/17/20 Fire Budget Reduction)	123,524.00
144-0730-53315 (7/15/20 Cable TV Budget Reduction)	17,679.00
160-0705-53321 (7/15/20 Comp. Legal Research Reduction)	3,463.00
167-0705-53315 (7/15/20 Court Clerk Computer Reduction)	3,737.00

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 177-20

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO REPAY THE FOLLOWING ADVANCES.

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

SEC. 1: That the Finance Director is hereby authorized to repay the following fund advances:

- \$605,340 from the Issue FHWA Fund (#386) to the General Fund (#001)
- \$298,320 from the Issue FHWA Fund (#386) to the General Fund (#001)
- \$88,825 from the Federal Airport Fund (#147) to the General Fund (#001)
- \$30,000 from the Bicentennial Fund (#902) to the General Fund (#001)

SEC. 3: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 178-20

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH WILLIAMS SCOTSMAN, INC. FOR THE LEASE OF A FLEX PORTABLE BUILDING FOR THE MEDINA MUNICIPAL COURT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized to execute a Lease Agreement between the City of Medina, Ohio and Williams Scotsman, Inc. for the lease of a Flex-Portable Building to assist with outdoor check-in during the COVID-19 pandemic for the Medina Municipal Court.

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

SEC. 3: That a copy of the Lease Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 4: That the funds to cover this agreement in the amount of \$5,381.90 are available in Account No. 001-0705-53322.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the building is needed immediately; 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



Williams Scotsman, Inc.
 1271 Industrial Parkway
 Brunswick, OH 44212-4316

Your Williams Scotsman Representative
 Tonia Parker
Phone: (330)273-3991 Ext. 77526
Email: tonia.parker@willscot.com
Toll Free: 800-782-1500

Contract Number: 1362360
Revision: 3
Date: October 05, 2020

*ORD. 178-20
 Exh. A*

Lease Agreement Summary - Q#1362360

Lessee:

City of Medina
 132 N. Elmwood Ave
 Medina, Ohio 44256

Contact:

Cindy Lastuka
 135 N. Elmwood Ave
 Medina, OH 44256
 Phone: (330) 723-3287
 Fax: (330) 225-1108
 Email: clastuka@medinamunicipalcourt.org

Ship To Address:

135 N. Elmwood Ave Medina Court
 MEDINA, OH
 44256 US

Product Descriptions

QTY	PRODUCT
1	HQ208

Pricing Summary - All Options (excluding taxes)

MONTHLY CHARGES:	\$664.20
INITIAL FEES:	\$366.25
FINAL CHARGES:	\$366.25
TOTAL CHARGES WITH ALL OPTIONS:	\$5,381.90

Comments

PERMITS, FOUNDATION, UTILITY AND ELECTRICAL CONNECTIONS BY OTHERS. SITE MUST BE CLEAR, LEVEL AND EASY ACCESSIBLE UPON ARRIVAL. WAIT-TIME IS CHARGED AT \$80.00 PER HOUR.



Williams Scotsman, Inc.
 1271 Industrial Parkway
 Brunswick, OH 44212-4316

Your Williams Scotsman Representative
 Tonia Parker
 Phone: (330)273-3991 Ext. 77526
 Email: tonia.parker@willscot.com
 Toll Free: 800-782-1500

Contract Number: 1362360
Revision: 3
Date: October 05, 2020

Lease Agreement

Lessee: 23336738
 City of Medina
 132 N. Elmwood Ave
 Medina, Ohio, 44256

Contact:
 Cindy Lastuka
 135 N. Elmwood Ave
 Medina, OH, 44256
 Phone: (330) 723-3287
 E-mail: clastuka@medinamunicipalcourt.org

Ship To Address:
 135 N. Elmwood Ave Medina Court
 MEDINA, OH, 44256

Delivery Date (on or about):
 10/15/2020

Rental Pricing Per Month	Quantity	Price	Extended
20x8 HQ Ground Level Office Unit Number:	1	\$465.00	\$465.00
Property Damage Waiver (8)	1	\$44.00	\$44.00
General Liability - Allen Insurance	1	\$22.00	\$22.00
Bas. Workstation Package T2	3	\$44.40	\$133.20
Total Monthly Building Charges:			\$465.00
Subtotal of Other Monthly Charges:			\$199.20
Total Rental Charges Per Month:			\$664.20
Delivery & Installation			
Delivery Freight	1	\$366.25	\$366.25
Total Delivery & Installation Charges:			\$366.25
Final Return Charges*			
Return Freight	1	\$366.25	\$366.25
Due On Final Invoice*:			\$366.25
Total Charges Including (7) Month Rental, Delivery, Installation & Return**:			\$5,381.90

Summary of Charges

Model: HQ208	QUANTITY: 1	Total Charges for (1) Building(s):	\$5,381.90
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Williams Scotsman, Inc.
1271 Industrial Parkway
Brunswick, OH 44212-4316

Your Williams Scotsman Representative
Tonia Parker
Phone: (330)273-3991 Ext. 77526
Email: tonia.parker@willscot.com
Toll Free: 800-782-1500

Contract Number: 1362360
Revision: 3
Date: October 05, 2020

Clarifications

*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (09-01-19) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

Paperless Invoicing Option
Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email: _____
A/P Email on File: _____

Standard Mail Option
Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

132 N. Elmwood Ave
Medina Ohio 44256

Enter a new billing address: _____

Signatures

Lessee:	City of Medina	Lessor:	Williams Scotsman, Inc.
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	
PO#			

PLEASE RETURN SIGNED AGREEMENT TO: CLELeases@willscot.com



Williams Scotsman, Inc.
 1271 Industrial Parkway
 Brunswick, OH 44212-4316

Your Williams Scotsman Representative
 Tonia Parker
 Phone: (330)273-3991 Ext. 77526
 Email: tonia.parker@willscot.com
 Toll Free: 800-782-1500

Contract Number: 1362360
 Revision: 3
 Date: October 05, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	HQ208	\$21600.00	\$1000.00

Lessee: City of Medina

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____

Please return this signed document with the signed lease agreement



COMMERCIAL GENERAL LIABILITY PROGRAM ADDENDUM

The Commercial General Liability Program may or may not be available for Ancillary Products. If the Commercial General Liability Program is available in full or in part (in the Agent's sole discretion) and provided Lessee elects to participate in this program, and pays the required additional fees, the Lessee will satisfy the Lease Agreement requirements for Commercial General Liability Insurance to the extent of any limitations outlined herein.

Under this program, Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") as administered by Allen Insurance Group ("Agent"). Lessee understands that Lessee will be provided with the following limits of coverage: \$2,000,000.00 General Aggregate; \$1,000,000.00 Per Occurrence; and, \$5,000.00 Premises Medical Payments each person. The insurance fee for this program will be billed monthly with the rental invoice. The monthly fee payable by Lessee is specified on the face page of the Lease Order Agreement and includes Lessor's administrative fee. This is a third party liability policy which covers bodily injury and/or property damage arising from the proper use and occupancy of the leased Modular Equipment and may or may not cover Ancillary Products. The Commercial General Liability Program has no deductible on claims. It is provided by Lessor strictly as a matter of convenience to the Lessee. **Lessee understands and agrees that Lessor only serves as a billing agent for the third party vendor of the General Liability Insurance and assumes no liability with respect to such insurance.** Lessee payments will be considered payments under the Lease Agreement; any payment default by Lessee under the Lease Agreement will void the General Liability Insurance. The General Liability Insurance shall not, in any manner: (i) limit Lessee's liabilities or obligations under the Lease Agreement and Lessee remains obligated to comply with any and all requirements set forth in the General Terms and Conditions of the Lease Agreement; or, (ii) excuse Lessee from its obligation to maintain Property Damage Insurance and deliver a Certificate of Insurance therefore. Lessee will be provided with a certificate of insurance as proof of General Liability Insurance coverage, upon request, and Lessee understands that the coverage is only in effect as long as the Lease Agreement is active. For coverage questions Lessee must contact Allen Insurance Group, Inc. at 800-922-5536 (extensions 110, 111, 112 or 113).

SITE SUITABILITY ADDENDUM (Rev 9/1/2019)

The provisions below (the “**Incorporated Provisions**”) shall be incorporated by reference into all Lease Agreements (each “**Agreement**”) entered into between Williams Scotsman, Inc. as lessor (“**Lessor**”) and any customer of Lessor, as lessee (“**Lessee**”). These provisions are subject to change in Lessor’s sole discretion. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement

DELIVERY AND PLACEMENT OF EQUIPMENT. Lessor shall deliver and set up the Equipment at the site specified in the applicable Agreement (the “**Site**”). Lessee warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Lessor on exact placement and orientation of the Equipment. Lessee represents and warrants that the Site is not a former landfill and Lessee has advised Lessor or any issues relating to the Site or soil conditions which may impact the installation or settlement of the Equipment. Equipment should be placed in areas with adequate drainage to avoid flooding or water intrusion.

- a. **ACCESS.** Lessee shall provide clear access to the set up Site for delivery of the Equipment by Lessor’s standard delivery methods and set up of same by Lessor’s standard set up methods. The Site must be dry, level and accessible by standard truck delivery. Lessee shall ensure that the Site is compacted and has a minimum soil bearing pressure in the appropriate pounds per square foot (“**PSF**”) as determined by and in compliance with all local statutes, rules, ordinances, laws, building codes and regulations in the jurisdiction in which the Equipment will be located, and no more than a one inch per ten feet slope from one end to the other. Prices for delivery, installation, teardown, return delivery and other “one-time” charges, due dates for delivery or installation of Equipment, demobilization and return delivery assume accuracy of the information given to Lessor by Lessee with respect to site conditions and are subject to adjustment to the extent that the timing of or physical nature of access to the site is or becomes limited, the site does not have adequate load bearing or other topographic qualities or is otherwise not properly prepared, snow or water is not removed, utilities are not correctly located or properly disconnected, provision of utilities is not timely, applicable license or permits are not provided in a timely manner, or Lessee otherwise delays completion of Lessor’s work. If Lessee fails to provide a suitable site then Lessee shall pay for any resulting additional delivery, installation, and knock down and return charges, including but not limited to storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessor may suspend its work at Lessee’s site if Lessor deems the site to be unsafe or in any way unable to accept the Equipment. Lessor is solely relying on Lessee’s knowledge of the geographic area where the Equipment is to be installed including, but not limited to, seismic activity, possibility of high winds, hurricanes, tornadoes and flooding. Lessor recommends that the Equipment be anchored to reduce damage to the Equipment, injury to occupants or other persons, and the property of third parties. In the event, Lessee declines Lessor’s installation of anchors, Lessor will comply with Lessee’s refusal based on and in express and sole reliance on the representation and other terms and conditions in this Lease Agreement. Lessor shall not be responsible for compliance with any site specific requirements including, but not limited to, site security, badging, background checks, safety, and/or training requirements unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the Term of this Lease Agreement and any Extension Period.

- b. **LOCATION.**
 - i. **UNDERGROUND ELEMENTS.** Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Agreement by Lessor.

 - ii. **RELOCATION OF EQUIPMENT.** Once Lessor has completed the delivery and set up of the Equipment in the location specified by Lessee, should the Equipment require relocation for any reason, Lessee shall be responsible for all charges associated with such relocation. Lessee shall not move the Equipment without the prior written consent of Lessor.

 - iii. **RE-LEVELING EQUIPMENT.** Should the Equipment require re-leveling due to adverse site or weather conditions (wetness, settling, unstable ground, etc.), or adjustment due to personal property (such as furniture, files or equipment) inside the Equipment, Lessee shall be responsible for all related charges.

 - iv. **AUTHORIZATION.** Lessee represents and warrants that it owns the Site or has express legal authorization to locate the Equipment upon the Site.

WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT TERMS & CONDITIONS (09/01/2019)

1. All capitalized terms used and not otherwise defined herein, will have the meanings set forth in the Lease Agreement or other Addenda or Amendments thereto. As used in these terms and conditions, the following definitions shall apply:

"Lease Agreement" The "Lease Agreement" and these "Lease Agreement Terms and Conditions" along with any "Addenda" or "Amendments" thereto together comprise the "Lease Agreement" between the parties.

"Modular Equipment" shall mean the trailer(s) and/or relocatable, modular, and/or other prefabricated structure(s) supplied by Lessor.

"Ancillary Products" shall mean any and all other products or services which are selected by Lessee and provided by Lessor which are offered for rental with, included in, attached to, or appurtenant to the Modular Equipment, and set forth in this Lease Agreement.

"Equipment" shall collectively mean the Modular Equipment and the Ancillary Products provided to Lessee by Lessor under this Lease Agreement.

2. **True Lease.** The Lease Agreement is a true lease and not an agreement for sale; and the Equipment is movable, personal property of Lessor and not a fixture. Lessee shall not obtain any ownership interest in the Equipment.

3. **Commitment of Resources.** By signing this Lease Agreement, Lessee authorizes Lessor to proceed with the order for the Equipment, and agrees that Lessor may immediately begin incurring costs in preparing the Equipment for Lessee's use. In the event Lessee terminates this Lease Agreement or wrongfully rejects Equipment prior to the commencement of the Minimum Lease Term, Lessee shall be responsible for the payment to Lessor of: a) the costs incurred by Lessor for labor, materials and work executed up to Lessor's receipt of written notice of termination; b) storage related charges attributable to failed delivery; and c) rent for the Minimum Lease Term.

4. **Delivery; Acceptance; Delay.** Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Unless Lessor receives timely written notice from Lessee, Lessee is deemed to have accepted the Equipment. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the delivery date set forth in the Lease Agreement, Lessee shall pay Lessor a storage fee equal to 50% of the Total Rental Charges Per Month for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other rent, charges and fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. **Term of Lease; Extension.** The term of this Lease Agreement begins on the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term or the Extension Period ("Term"). Lessee has no right to cancel or terminate this Lease prior to the Expiration of the Minimum Lease Term. Acceptance of Equipment returned to Lessor prior to expiration of the Minimum Lease Term or any Extension Period does not constitute a release of Lessee's rental obligations. If Lessee nonetheless prematurely terminates this Lease, Lessee unconditionally agrees to pay a termination/cancellation fee equal to the remaining payments for the unfulfilled Minimum Lease Term, any applicable charges for services or modifications performed by Lessor to make the Equipment ready for Lessee's use, and any applicable charges related to Ancillary Products, plus the Final Return Charges as estimated in the Lease Agreement. Lessee understands and agrees that Final Return Charges are estimates only and will be charged at Lessor's prevailing rate at the time of return. At the end of the Minimum Lease Term or Extension Period, Lessee shall be responsible for any Final Return Charges including, but not limited to, dismantle and return freight charges charged at Lessor's then prevailing rate. Lessor has the right to require Lessee to prepay the rental for the last month and return freight and knockdown charges. At the end of the Minimum Lease Term, this Lease Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor (the "Extension Period"); except that Lessee's rental rate shall be automatically adjusted to Lessor's then prevailing renewal rental rate and Lessor can change or increase any other fee due under the Lease Agreement. After the end of the Minimum Term, either party can terminate this Lease Agreement on thirty (30) days written notice.

6. **Site Suitability; Inspection.** Lessee shall bear the sole responsibility for, and bear any costs necessary to prepare or remediate Lessee's site to ensure its suitability and stability for placement of the Equipment. Please visit the Site Suitability Addendum to these Terms and Conditions at www.willscot.com for specific site suitability requirements. **LESSEE SHALL NOT STACK THE MODULAR EQUIPMENT UNLESS LESSOR HAS PROVIDED CONSENT TO SUCH STACKING IN WRITING.**

7. **Use; Maintenance; Condition.** Lessee shall use the Equipment solely for commercial business purposes and assumes all responsibility for any and all licenses, permits, certificates, clearances, consents, or approvals as may be required for Lessee's lawful use, installation, operation, possession and occupancy of the Equipment and Lessee shall pay the cost and expenses and comply with all laws rules, regulations and orders of local, state, and federal governmental authorities. This is an absolute net lease. Lessee is solely responsible for routine maintenance, including without limitation janitorial services, pest control, changing of HVAC filters, light bulbs, and ballasts, cleaning (by qualified HVAC technicians only) the HVAC condenser and evaporator coils, refilling HVAC refrigerant, and removal of water, ice and snow from and about the Equipment. Lessee shall, at its sole cost, keep the Equipment clean, in good repair and safe operating condition at all times during the Term in accordance with the Williams Scotsman Service Guide, which Lessee acknowledges receipt. Lessee shall not make any changes in, or to the Equipment and shall not remove any identifying insignia affixed to the Equipment without Lessor's consent. Lessee shall keep the Modular Equipment properly ventilated and shall not allow any condition to exist that allows standing water to accumulate in, on, or under the Equipment. Damage, deterioration, or contamination of the Equipment due to water exposure is not considered ordinary wear and tear. Lessee is solely responsible for damage due to settling, or caused by moisture or water. Lessor has the right to inspect the Equipment at any time upon reasonable notice, unless due to emergency. If Lessor believes the Equipment to be misused or neglected, Lessor may, with written notice, declare the Lease Agreement in default and repossess the Equipment at Lessee's sole cost. Lessee assumes full responsibility for any Ancillary Products and/or other items missing from the Equipment upon return. Any special requirements with respect to the Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with the laws, codes, or requirements of any jurisdiction. Lessee agrees that the Equipment leased hereunder will not be occupied by any person other than Lessee, its agents, employees, or invitees and will not be used for residential or dormitory purposes. **[For Equipment delivered in California: PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938 LESSEE IS HEREBY NOTIFIED THAT THE EQUIPMENT LEASED HEREUNDER HAS NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).]**

8. **Ancillary Products.** Lessee understands that some Ancillary Products originate from third-party suppliers. If Ancillary Products are leased, Lessee's sole remedies for defects arising during the lease term shall be against the manufacturer thereof, pursuant to the terms of the manufacturer's written warranty, if any. Lessee acknowledges and is fully aware of the potential hazards in using the Ancillary Products, and agrees to assume all risk. **WILLIAMS SCOTSMAN DOES NOT OFFER ANY EXPRESS WARRANTY ON ANCILLARY PRODUCTS AND DISCLAIMS ANY IMPLIED WARRANTIES ON ANCILLARY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **Hazardous Materials.** Lessee shall not have present, any Hazardous Materials, as such term is defined under the law of any jurisdiction, in, on, under, or near the Equipment, unless Lessor shall have first consented in writing to such presence of Hazardous Materials, in which case Lessee shall be solely responsible for handling and disposing of such Hazardous Materials in accordance with applicable law. Lessee shall bear the cost for any necessary testing, inspection, or decontamination of the Equipment determined to be necessary by Lessor. If the Equipment cannot be decontaminated, the Equipment shall be deemed a Total Loss and Lessee assumes full responsibility for the Equipment including the disposal thereof, and shall pay Lessor the Equipment Value as set forth on the Lease Order Agreement plus all applicable Taxes and Fees in accordance with Section 14 herein.

10. **Rent; Fees; Taxes; Late Charges.** Rent for the Equipment begins to accrue upon delivery of the Equipment (the "Delivery Date"). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month stated in this Lease Agreement during the Minimum Lease Term, and at the Rate Per Month established by Lessor during the Extension Period. Lessee shall be solely liable for any and all (i) sales and use, gross receipts, transaction privilege, value added, goods and services, and similar taxes ("Sales Taxes"), (ii) ad valorem, real property, and personal property taxes ("Property Taxes"), and (iii) related third-party fees and expenses ("Fees") (the items set forth in clauses (i), (ii), and (iii), hereinafter referred to as "Taxes and Fees"). Lessee shall pay, or shall reimburse, Lessor for any Taxes and Fees related to the Equipment, and its value, use, or operation or levied against or based upon the amounts paid or to be paid under this Lease Agreement. **ANY AMOUNTS NOT PAID WITHIN THIRTY (30) DAYS OF THE DUE DATE SET FORTH ON THE INVOICE SHALL BE SUBJECT TO AN INTEREST CHARGE OF 1½% PER MONTH, OR THE MAXIMUM AMOUNT PERMITTED BY LAW, OF THE AMOUNT**

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IN ARREARS FOR THE PERIOD SUCH AMOUNT REMAINS UNPAID, PLUS AN ADMINISTRATIVE LATE CHARGE OF \$35.00 PER MONTH FOR EACH MONTH THE INVOICE REMAINS UNPAID. Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Lease Agreement. Lessor may accept any payment irrespective of endorsement and deposit same without prejudice to its right to recover the balance. Lessee's obligation, without prior notice or demand, to pay rent and all other amounts due hereunder shall be unconditional and not subject to any set off or reduction for any reason whatsoever. Invoices are issued solely for Lessee's convenience. **ELECTRONIC BILLING IS THE LESSOR'S PREFERRED BILLING METHOD. LESSEE SHALL PROVIDE A VALID ELECTRONIC MAIL ADDRESS FOR RECEIVING INVOICES. LESSOR'S PREFERRED PAYMENT METHOD IS ACH. LESSOR RESERVES THE RIGHT TO CHARGE AN ADMINISTRATIVE FEE FOR PAPER INVOICE, PAPER CHECK OR SPECIAL BILLING REQUESTS.**

11. No Liens. Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

12. Indemnity; Defense. Lessee agrees to indemnify, defend, and hold harmless Lessor, its shareholders, parents, subsidiaries, affiliates, directors, officers, employees, subcontractors, agents, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses, arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, illness of, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return, or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment; and/or (c) the failure of Lessee to maintain and/or correctly and lawfully use the Equipment. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Lessor by any forum.

13. Loss; Damage. Lessee assumes the risk of all loss and damage to the Equipment from all causes. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion), Lessor shall declare the relevant Equipment a "Total Loss". In the event of a Total Loss of the Modular Equipment, Lessee shall pay Lessor on the next date for the payment of rent: the rent then due; plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Lease Agreement; plus the value of all destroyed Ancillary Products; less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee; plus all applicable Taxes and Fees and/or transfer taxes (together the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligation will terminate and Lessor will transfer available ownership documents to the Modular Equipment to Lessee, unless Lessor agrees in writing to dispose of the Modular Equipment and any destroyed Ancillary Products at Lessee's sole cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Lease Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due.

14. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Unless Lessee has elected in writing to participate in Lessor's Property Damage Waiver Program and/or Commercial General Liability Program and pays the required additional fees, Lessee shall carry during the entire Minimum Lease Term and Extension Period liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Ancillary Products value as established by Lessor for the full term of the Lease Agreement. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation or termination. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the

replacement of the Equipment, or payment of monies due under this Lease Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required evidence of insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of Missing or Expired Evidence fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 12 & 13.

15. Defaults; Remedies. Each of the following shall constitute an "Event of Default": (1) failure to make any payment within ten (10) days after its due date; (2) failure to perform any other term of this Lease Agreement; (3) abandonment of the Equipment; (4) material misrepresentation or false statement of fact by Lessee; or (5) default under any other agreement with Williams Scotsman. (B) Upon the occurrence of an Event of Default, Lessor may declare this Lease Agreement to be in default, and thereafter may exercise any of the following remedies: (1) Declare immediately due and payable the rent for the Minimum Lease Term and any Extension Period thereof, together with all other unpaid rent, fees, taxes, and charges (including but not limited to delay/storage fees and/or termination charges under this Lease Agreement and/or any other agreement with Williams Scotsman); (2) Repossess and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein and Lessee grants Lessor access and permission to enter the property on which the Equipment is located to remove the Equipment and Lessor shall have the right to remove any locks on the Equipment; (3) Sell or dispose of any of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee with Lessee remaining liable for any deficiency; (4) Terminate this Lease Agreement and/or any other agreement with Lessor; and/or (5) Exercise any other remedy available to Lessor at law. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Lease Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement. If Lessor repossesses the Equipment, and the Equipment contains any property owned or possessed by Lessee, then Lessee authorizes Lessor to take possession and remove and dispose of such property and Lessee shall have no claim against Lessor for such property.

16. Return of Equipment; Termination of Lease. At the end of the Minimum Lease Term or any Extension Period, Lessee shall take all actions necessary to make the Equipment available to Lessor for recovery using Lessor's standard equipment and process, including without limitation removing all personal property of Lessee, leaving any Ancillary Products in the Equipment, opening/unlocking any enclosure, and providing full access to the site and Equipment. Lessee shall bear all additional charges incurred as a result of any impediment to Lessor's recovery of the Equipment. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs associated with the immediate pick-up of the Equipment. The Equipment shall be returned to Lessor in the same condition as delivered to Lessee, reasonable ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee hereby consents to entry by Lessor or its designees upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration, including without limitation restoration of plants or landscaping. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment. Such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Notwithstanding anything to the contrary herein, Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning, or otherwise restoring the Equipment to its condition when delivered in accordance with Lessor's standard rates.

17. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or

Handwritten note: Lessee can not terminate

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leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, excessive wear and tear, failure to properly maintain the HVAC system and/or failure to provide timely notice to Lessor. The repair of the Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE.**

18. Limitation of Liability. Lessee's exclusive remedies for Lessor's breach of this Lease are limited to those set forth in this Lease Agreement. Lessee agrees that under no circumstances shall Lessor's liability exceed the total rental amount for the Minimum Lease Term (excluding taxes). **NOTWITHSTANDING ANY OTHER PROVISION HEREIN, LESSOR SHALL HAVE NO LIABILITY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS, OR EXPENSES, INCLUDING WITHOUT LIMITATION LOST USE, PROFITS, OR BUSINESS OPPORTUNITIES, ARISING FROM THIS LEASE AGREEMENT, THE EQUIPMENT, THE WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.**

19. Miscellaneous. (a) Time is of the essence with respect to this Lease Agreement. (b) This Lease Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee are superseded and replaced in their entirety by the terms and conditions of this Lease Agreement and shall have no binding effect upon Lessor, its agents, and its employees. Acknowledgement by Lessor of any Lessee documents shall be only for Lessee's billing purposes only. (c) Lessee shall not assign this Lease Agreement or sublet the Equipment without the prior written consent of Lessor. This Lease Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee. Lessor reserves the right to charge Lessee and Lessee agrees to promptly pay for any Equipment, material or labor furnished by Lessor which is not described in this Lease Agreement and/or in the Williams Scotsman Proposal, if applicable ("Extra Work"); (d) If any provision of this Lease Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 12 would be in violation of or otherwise prohibited by any applicable law, then Section 12 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (e) The obligations of Lessee under Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, and 19 which accrue upon execution of this Lease Agreement, shall survive the termination of this Lease Agreement. (f) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to substitute performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. Failure of Lessor to exercise any right or remedy herein, or the waiver by Lessor of any breach, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or remedies. (g) Lessor shall not be responsible for delays beyond its control. (h) The delivery, installation, takedown, return and/or any work related to the Equipment as agreed to by Lessor and Lessee in the Lease Agreement or any amendment thereto will be performed by Lessor using its standard workforce and labor rates unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessee agrees that Lessor may use Lessor subcontracted workers for the performance of any work. (i) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to

execute any UCC financing statements, documents, checks, and drafts related to the payment of any loss, damage, or defense under policies of insurance required by this Lease Agreement. (j) this Lease Agreement shall be governed by and interpreted under Maryland law. All legal actions arising out of or related to this Lease Agreement shall be filed and conducted exclusively in a state or federal court in Maryland. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity and Lessee waives any and all rights granted under the UCC. **LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS LEASE AGREEMENT.** (k) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (l) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Lease Agreement or any Amendment hereto, or on counterpart copies of the foregoing documents. Any such signature shall be treated as an original signature for all purposes. (m) Each party is hereby authorized to accept and rely upon documents in paper or electronic format. (n) Lessor may amend these terms and conditions from time-to-time and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed to take precedence.

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Jurisdiction specified to be in D.C. & the choice of law is D.C. & the right to a jury trial