

**FINANCE COMMITTEE AGENDA**  
**February 12, 2024**  
**Council Rotunda**

**Finance Committee (6:00 p.m.)**

1. Assignment of Requests for Council Action
2. 23-215-10/23 – Management Agreement /Operation Lease – Medina Municipal Airport
3. 24-024-2/12 – Then & Now – Trident Deductible Recovery Group
4. 24-025-2/12 – 2024 SPCA Contribution
5. 24-026-2/12 – Increase Exp. P.O. #24-759 – Huntington Bank - Police
6. 24-027-2/12 – Exp. Over \$20,000 – MNJ Technologies – IT Dept.
7. 24-028-2/12 – Exp. Over \$20,000 – Dex Imaging – IT Dept.
8. 24-029-2/12 – Amend Code New Section 129.05 – Police Jurisdiction Outside Limits
9. 24-031-2/12 – Amend S&B Code – Municipal Court Step Increases
10. 24-032-2/12 – Lease Contract w/ Lake Business Products – Municipal Court
11. 24-033-2/12 – Purchase (1) 2024 F250 Pick Up Truck – Service
12. 24-034-2/12 – Bids, 2024 Equipment and General Pavement Services – Service Dept.
13. 24-035-2/12 – Exp. Over \$20,000 – Chippewa Roofing – Water Dept.
14. 24-036-2/12 – Amend Sex Offender Policy (Ord. 90-22) – MCRC
15. 24-037-2/12 – Agreement w/ MS Consultants – Prospect St. Bridge
16. 24-038-2/12 – Amend Ord. 189-22, Fire Station #1 Parking Lot
17. 24-039-2/12 – Exp. Over \$20,000 – Interaction Insight Corp. – Police Dept.
18. 24-040-2/12 – Fund Transfer Request – Railroad Fund
19. 24-041-2/12 – Fund Transfer Request – MCRC Capital
20. 24-042-2/12 – Budget Amendments
  - a. #2024-011 – Parks

*to be added  
2/26/24  
MTR*

21. 24-043-2/12 – Agreement w/ National Engr. & Architectural Services – Prospect St. Bridge
22. 24-044-2/12 – Exp. KTS Equipment – Parks Dept.
23. 24-045-2/12 – Cooperative Purchase, Replacement Playground Roscoe Ewing Park
24. 24-046-2/12 – 2023 Carryforward
25. 24-047-2/11 – Amend 31.07 – Revision to Administrative Office Manager Job Description
26. 24-048-2/11 – FAA Grant Application for Snow Removal Equipment at Airport
27. Executive session (land acquisition)

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Health, Safety & Sanitation Committee

24-030-2/12 – Amend Code Ord. 941.06(B) – Residential Sanitation Rates

### Finance Committee

24-024-2/12 – Then & Now – Deductible Recovery Group – Law Dept.  
24-025-2/12 – 2024 Contribution to SPCA  
24-026-2/12 – Increase P.O. #24-759 – Huntington Bank – Police Dept.  
24-027-2/12 – Exp. Over \$20,000 – MNJ Technologies – IT Dept.  
24-028-2/12 – Exp. Over \$20,000 – Dex Imaging – IT Dept.  
24-029-2/12 – Amend Code, New Section 129.05 – Police Jurisdiction Outside Municipal Limits  
24-031-2/12 – Amend S&B Code 31.05, Step Payscale Modifications – Municipal Court  
24-032-2/12 – Lease with Lake Business Products – Municipal Court desk printers  
24-033-2/12 – Purchase (1) 2024 F250 Pick Up Truck – Service  
24-034-2/12 – Bids – 2024 Equipment & General Pavement Services  
24-035-2/12 – Exp. Over \$20,000 – Chippewa Roofing – Water  
24-036-2/12 – Amend Sex Offender Policy – MCRC  
24-037-2/12 – Agreement w/ MS Consultants – Prospect Street Bridge Replacement  
24-038-2/12 – Amend Ord. 189-22 – Fire Station #1 Parking Lot  
24-039-2/12 – Exp. Over \$20,000 – New Harris P25 Radio System – Police Dept.  
24-040-2/12 – Transfer Request – Railroad Fund  
24-041-2/12 – Transfer Request – MCRC Capital  
24-042-2/12 – Budget Amendment  
24-043-2/12 – Agreement w/National Engr & Architectural Services -Prospect St. Bridge  
24-044-2/12 – Exp. – KTS Equipment – Parks Dept.  
24-045-2/12 – Cooperative Purchase, Roscoe Ewing Playground Replacement – Parks  
24-046-2/12 – 2023 Carryforward  
24-047-2/12 – Amend 31.07 – Revised Administrative Office Mgr. Job Description  
24-048-2/12 – FAA Grant Application – Snow Removal Equipment at Airport

2/12/24

**MANAGEMENT AGREEMENT  
FOR THE CITY OF MEDINA AIRPORT**

THIS AGREEMENT ("Agreement") is made as of the 1st day of November, in the year 2023, by and between CITY OF MEDINA, OHIO ("City"), and COLD STREAM AIR SERVICES, INC. ("Manager").

**RECITALS:**

A. City is the owner of certain land located in the Sharon Township, Medina County, Ohio, more particularly depicted on Exhibit A attached hereto (the "Airport Land") upon which the Medina Municipal Airport is situated (the "Airport");

B. Manager is affiliated with the fixed base operator ("FBO") operating as such at the Airport pursuant to a Lease (the "FBO Lease") of fixed base operations premises (the "FBO Premises") dated of even date herewith; and

C. Manager has represented that it is qualified or has or will have within its staff qualified personnel and expertise to function as the manager of the Airport and to perform the services and responsibilities required under this Agreement or by affiliation with the FBO (hereinafter sometimes referred to as the "Airport Management Services"); and

D. Both parties desire to enter into an agreement for the Manager to provide Airport Management Services to the Airport.

NOW THEREFORE, the City and Manager, for and in consideration of the compensation hereinafter set forth, and in consideration of the covenants and agreements herein contained, mutually agree as follows:

**A. DUTIES AND RESPONSIBILITIES OF MANAGER**

1. The Manager shall, at its cost, provide a qualified individual to serve in the capacity of Airport Director. The Airport Director need not be a full-time employee of the Manager but shall be responsible for devoting such time and attention to the position as will enable the Manager to comply with this Agreement. The Manager shall have the power and authority to hire, contract for, terminate, redesignate and otherwise supervise and direct the Airport Director and any other staff Manager shall determine to be necessary to perform the services under this Agreement. The Airport Director appointed by Manager and other persons performing services for management operations at the Airport may be employed by Manager or may be employees of the Manager's FBO operations. No employees of the Manager will constitute City employees. A roster of all staff employed by Manager shall be provided to City annually accompanied by a description of the position held by such staff and the responsibilities of each member of such staff. All staff shall be adequately trained to perform the tasks to which they are assigned in accordance with best practices and all applicable laws, rules and regulations, including, but not limited to, rules and regulations of the Federal

Aviation Administration ("FAA"). The Airport Director appointed by Manager and other persons performing services for management operations at the Airport may be employed by Manager or may be employees of the Manager's FBO operations.

2. Among the other duties specified in this Agreement, the Manager shall fulfill the following duties and responsibilities at the specified hours where so designated below:

- a. The Airport Director or other qualified staff of the Manager shall be on duty at the Airport during normal operating hours. Normal operating hours shall be determined by the City subject to input and recommendation of the Manager. The current normal operating hours are listed on Exhibit B attached hereto.
- b. The Manager shall maintain office space at the FBO Premises by agreement with the FBO and such shall serve as the Airport's main office ("Airport Office") which shall be open during normal Airport operating hours.
- c. The Airport Director's phone number shall be posted at the Airport in a conspicuous location and at the FBO facilities and the Airport Director shall also maintain current phone numbers for after-hours contact with the local FAA, the Ohio Division of Aviation, the Medina Police Department and the Medina County Sheriff's Department.
- d. The Manager shall assure that aircraft operations at the Airport are conducted within the rules and regulations of the FAA, the Federal Communications Commission, any applicable state law and any rules, regulations and/or minimum standards adopted by the City for the Airport. The Manager shall notify the City immediately of any aircraft operations or operators not complying with these requirements and shall keep records documenting all violations and warnings.
- e. The Manager shall issue Notice to Airmen (NOTAMS) to the local FAA Flight Service Station whenever any of the facilities are out-of-service or any conditions exist that would affect normal operations at the Airport.
- f. The Manager shall supervise the operation of Radio Airport Advisory Service (UNICOM) during the normal operating hours.
- g. The Manager shall coordinate with the City to provide services for necessary snow removal from the airfield runways, taxiways and necessary pavement areas. City may elect to have the Manager engage a snow removal provider, which may be the FBO, with the expense therefor approved by the City and paid for or reimbursed out of Airport revenues received by the Manager on City's behalf. Notwithstanding, during the initial term of this Agreement, however, City will perform the necessary snow removal contemplated herein on such schedule as City may dictate in due consideration of City capacity.

- h. The Manager shall coordinate with the City in the City's cutting of grass on the airfield. City may elect to have the Manager engage a mowing service provider, which may be the FBO, with the expense therefor approved by the City and paid for or reimbursed out of Airport revenues received by the Manager on City's behalf. Notwithstanding, during the initial term of this Agreement, however, City will perform the necessary grass cutting for the Airport contemplated herein on such schedule as City may dictate in due consideration of City capacity.
- i. The Manager shall conduct periodic inspections of the airfield pavement including, but not limited to, runways and taxiways and markings to assure that they are in a satisfactory condition for safe aircraft operation and shall promptly notify the City of any problem areas and arrange for necessary repairs and maintenance. Such repairs and maintenance shall be paid for or reimbursed out of Airport revenues received by the Manager on City's behalf or Airport revenues received by City.
- j. The Manager shall conduct periodic inspections of the airfield lighting systems to assure that they are functioning properly and perform replacement of any lighting system lamps which do not work. The cost of repairs and replacement shall be paid for or reimbursed from Airport revenues received on City's behalf or Airport revenues received by City.
- k. The Manager shall manage the spare parts for the lighting systems and notify the Authority when additional replacement parts are ordered. The Manager shall place orders from time to time as replacement parts are necessary with the cost of same to be paid or reimbursed from Airport revenues received by Manager on City's behalf or Airport revenues received by City.
- l. The Manager shall maintain accurate records acceptable to the City of all inspections, problems, written correspondence, visits by the FAA or Ohio Division of Aviation, NOTAMS, complaints, emergencies and all other airport activity in written or electronic files. Further, the Manager shall maintain accurate financial records concerning all finances (including, but not limited to, budgets, revenue, and expenses) of the Airport in written or electronic files. Files are to be kept at the Airport Office in the area and by means designated by the parties for such information and shall be available for access, examination and copying by the City upon 24-hour advance notice. All files are to be reliably secured and backed up according to best practices and as approved by City. Within one hundred twenty (120) days after the end of each calendar years commencing with calendar year end 2023, Manager (in consultation with the FBO) shall submit to City a written report (the "Annual Report of Airport Operations") summarizing Airport flight and other operations and financial operations conducted by Manager and the FBO. Such report shall contain such data and information and be in such form as is reasonably satisfactory to City. Among other things that may be covered by the Annual Report

of Airport Operations, the following shall be addressed: (i) total numbers of aircraft landings and departures by month with year over year comparisons; (ii) total census of aircraft hangered by any person, firm or entity; (iii) Airport maintenance and repair activities by month and type; (iv) financial performance of the Airport and budgets; (v) leasing and rental information; and (vi) reports of other services or activities of the Manager and of each FBO operation.

- m. The Manager shall notify the City of any written correspondence received at the Airport requiring or requesting action by the City.
- n. The Manager shall immediately notify the City and the police and/or fire departments of any emergencies and/or safety and security incidents requiring a response by police or fire personnel.
- o. The Manager shall assist and cooperate with City as requested by City in any FAA grant application process and in any periodic updates of an Airport master plan.

3. The Manager shall have the right to propose rules and regulations (including, but not limited to, Minimum Standards for Aeronautical Activity) pertaining to the operation of the Airport property. All such rules and regulations shall be consistent with applicable laws, rules and regulations promulgated by governmental authorities having jurisdiction over the Airport, including, but not limited to the rules and regulations of the FAA and all grant assurances by reason of the FAA grants received for the Airport. All such rules and regulations as proposed shall be presented to the City for its comment, review and approval. City shall consult with the Manager prior to enacting or rescinding rules pertinent to the Airport. The Manager shall be responsible for monitoring and enforcing compliance with the rules and regulations adopted from time to time.

4. The Manager shall have the right to deny use of the Airport to anyone willfully or persistently violating regulations and rules of the FAA, the Ohio Division of Aviation, the Federal Communication Commission or the City.

5. The Manager shall assist the City in the negotiation of leases and other material agreements pertaining to the operation of the Airport or Airport property. The Manager shall administer agreements and leases entered into by the Airport to the extent consistent with City requests and the Manager's responsibilities and duties under this Agreement.

6. The City with Manager's input shall establish and publish a schedule of Airport user fees. Currently the City is charging a monthly access fee of \$100.00 per month per aircraft hangar space; counting each individual hangar space in a multi-aircraft storage facility (e.g. a T-Hangar facility) as a separate hangar subject to the fee.

7. The Manager may, at City's election, be designated as City agent for collection of rents and/or user/access fees and/or other Airport revenue and in such case all such funds shall be duly collected by Manager in trust for City and same shall be deposited in a City designated account at a

reputable financial institution selected by the City for Airport revenues. As provided in Section 2 above, Manager shall keep accurate financial records of all such user fees, Airport revenue and expenses.

8. The Manager shall not enter into any agreement or commitment on behalf of the City without City's prior written approval that (i) requires the City's approval under applicable law or requires the same be let by competitive bidding, or (ii) which is in violation of applicable law, or (iii) which would bind City beyond the period of Manager's engagement. The City and Manager shall develop reasonable guidelines setting forth Manager's authority with respect to routine customary expenditures relative to maintenance, repair and operating the Airport.

9. The Manager shall at all times promote the interests of the City and the Airport through communication with various professional, corporate and civic organizations and shall act in a professional manner at all times during contact with the public. Manager in cooperation with the City shall establish and pursue initiatives to increase aeronautical and related economic activity at the Airport consistent with a vibrant municipal airport for the betterment of the Medina community.

10. The Manager shall cause the Airport Director or another authorized representative of the Manager to attend regularly scheduled meetings of the City concerning Airport operation and development.

11. The Manager shall have such additional authority as is necessarily inferred from the other duties, responsibilities and authority hereinabove set forth subject in all events to City's right to clarify such authority from time-to-time.

12. Manager shall maintain liability insurance in addition to that required to be provided by the City under Section 4(b) with limits of not less than \$ 1,000,000 per occurrence and \$ 1,000,000 in the aggregate. The Manager shall maintain the City as an additional insured on such policy.

13. City has the right in its discretion from time to time to elect to self-manage any function or activity previously assigned to the Manager. In such event, City may remove the particular function(s) from Manager's responsibilities.

#### **B. RESPONSIBILITIES OF THE CITY**

1. The City shall reasonably cooperate with and support the Manager in the fulfillment of Manager's duties and in connection with administration of the Airport.

2. The City shall promptly inform the Manager of any events, correspondence, pending action or other occurrence known to City which may impact the Airport or administration thereof or which bear on the performance of Manager's duties.

3. The City will use reasonable efforts to support the Manager's promotion of the Airport and



use thereof.

4. The City shall keep and maintain or require any applicable lessee to maintain the following policies of insurance:

- a. Appropriate casualty insurance upon the City's buildings and improvements at the Airport in the amount and with coverages determined by City.
- b. Commercial policy of general liability insurance with limits adequately based upon the prudent exercise of the City's discretion. The Manager may be named as an additional insured under such policy.

5. The City shall provide Manager with such professional, legal or engineering assistance as may be required in the proper administration of the Airport; provided that all engagements and costs thereof shall be subject to the prior approval of the City and shall constitute Airport expenses for purposes of Section E(1) of this Agreement. All engagement policies shall be in accordance with applicable law.

6. The City shall use Airport revenues from access fees, lease rentals and other Airport revenue received by City in consultation with the Manager for maintenance and improvement of the Airport so far as reasonably consistent with the goals of the City for the Airport based upon a City approved annual budget to be prepared annually at the commencement of each calendar by the City and the Manager in consultation with one another. An initial part year budget for the balance of calendar year 2023 shall be prepared and submitted for City approval as soon as practicable after the execution of this Agreement. City may apply for such FAA grant assistance for the Airport as is determined by the City to be appropriate and consistent with available FAA grant programs. Manager, at City's request, will assist in the process of preparing such grant application and in utilizing the grants received according to the purposes of such grants, all subject to any applicable laws, rules and FAA grant assurances imposed as a condition of such grants. Notwithstanding anything to the contrary in this Agreement, FAA grant revenue shall be used consistent with the purposes thereof and all required grant assurances. Expected grant revenue and expenditures of same shall be reflected in the Airport budgets to be prepared by Manager with the cooperation of City.

### **C. TERM OF AGREEMENT**

1. The initial term ("Initial Term") of the Agreement shall be for one (1) year and two (2) months commencing on the 1<sup>st</sup> day of November, in the year 2023, and ending on the 31<sup>st</sup> day of December, 2024. However, this Agreement may be renewed by mutual written agreement of the parties at the end of the Initial Term for an additional one (1) year term ending December 31, 2025. Each time this Agreement is extended by renewal, it shall be upon the same terms as herein contained, except that the Management Fee shall be subject to mutual agreement of the Manager and the City. The Manager and the City shall, as soon as practicable after a request for extension by either party, commence good faith negotiations to establish a reasonable fee for managerial services.

### **D. RIGHTS TO TERMINATE**

1. Should the Manager fail to discharge any of the heretofore mentioned duties and responsibilities, the Authority shall give written notice of such default. If such default continues for thirty (30) days after receipt of such notice, the City shall have the right to terminate this Agreement by giving written notice of such termination.

2. Should the City default in its responsibilities to the Manager, the Manager shall give written notice of such default. If such default continues for sixty (60) days after receipt of such notice, the Manager shall have the right to terminate this Agreement by giving written notice of said termination. The Authority shall promptly pay all compensation due the Manager, prorated to the date of termination.

3. The City shall have the right to terminate this Agreement in the event the FBO Lease is terminated or expires pursuant to the terms of the FBO Lease.

### **E. COMPENSATION**

1. During the initial term of this Agreement, the Manager shall be paid an annual fee ("Management Fee") in arrears equal to 50% of the Net Revenue (defined hereinafter) of the Airport revenues for each full calendar year during the term. "Net Revenue of the Airport" shall mean all revenue received by the City from the Airport operations during the year (not, however, including FAA grant revenue that is allocated to specific projects or to the extent including any portion of FAA grant proceeds for purposes of determining management fees would be unlawful or prohibited by the terms of the Grant or applicable law) including access fees, rent and other fees minus all direct expenses incurred by City in maintenance, repair and other operations of the Airport (not however including expenses specifically payable with FAA grant proceeds where the grant requires application to the specific expenses or to the extent including any portion of FAA grant paid expenses for purposes of determining management fees would be unlawful or prohibited by the terms of the Grant or applicable law). The Management Fee for the two-month period in calendar year 2023 commencing on the date of this Agreement shall be combined with the full calendar year 2024 terminating at midnight December 31, 2024 and the Management Fee shall be determined on a 14-month basis for that period only. For any subsequent partial calendar year during the term the

Management Fee shall be based on the projected revenue and expense for the full calendar year and a proration of the projected Net Revenue for the partial year for which a determination is required.

2. By mutual agreement memorialized in written amendment to this Agreement, the parties may agree to Manager's performance of other responsibilities associated with the Airport and the compensation basis therefor.

#### F. MISCELLANEOUS

1. If any portion of this Agreement is subsequently held to be illegal or invalid, the remainder of this Agreement shall continue to be of full force and effect.

2. Neither party may assign this Agreement without the prior written consent of the other.

3. It is mutually agreed that the terms hereof shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

4. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City and Manager have hereunto caused their names to be affixed to this Agreement.

**City:**  
**CITY OF MEDINA, OHIO**

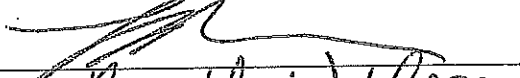
By: \_\_\_\_\_

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

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

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

**Manager:**  
**COLD STREAM AIR SERVICES, INC.**

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

Name: Ronald Waldron

Title: President

Dated: 1/24/2024

**FIXED BASE OPERATION LEASE**

Dated: January 1, 2024

between

**CITY OF MEDINA, OHIO,**  
as Landlord

and

**COLD STREAM AIR SERVICES, INC.**  
as Tenant

# LEASE

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## LEASE

**THIS LEASE** made and entered into as of the 1st day of January, 2024, by and between **CITY OF MEDINA, OHIO**, an Ohio municipal corporation, with its address at 132 North Elmwood Avenue, Medina, Ohio 44256 (“Landlord”), and **COLD STREAM, AIR SERVICES, INC.**, an Ohio Corporation, with an address at 2050 Medina Road, Medina, Ohio 44256 (“Tenant”).

### RECITALS:

A. Landlord is the owner of certain land located in the City of Medina, Medina County, Ohio, more particularly described on Exhibit A (the “Land”) upon which the Medina Municipal Airport is situated (the “Airport”);

B. Landlord is the owner of the Airport administrative building (“Administrative Building”) located at 2050 Medina Road, Medina, Ohio 44256 with dimensions of approximately 24' x 50'; an above ground Jet A Fuel Tank and associated fueling fixtures (collectively “Jet A Fuel Facility”); an above ground 100LL Av Gas Fuel Tank, associated fueling fixtures and card reader (collectively “Av Gas Facility”; and together with the Jet A Fuel Facility collective referred to as the “Fuel Farm”); and a steel aircraft maintenance hangar and attached shop with collective dimensions of 70' x 100' (“Maintenance Hangar”);

C. The Landlord desires to lease the Administrative Building, Jet A Fuel Facility and Maintenance Hangar to Tenant together with a portion of the Land depicted on Exhibit B (such portion referred to as the “FBO Land”) and together with the Administrative Building, Jet A Fuel Facility and Maintenance Hangar being referred to as the “Premises) on the condition that Tenant continuously operate the Premises as a Fixed Based Operator in accordance with this Lease providing the high quality services and amenities expected at a well operated, customer service oriented municipal airport.

## ARTICLE I

### Definitions

For the purpose of this Lease, unless the context otherwise clearly requires:

- (a) The term “Administrative Building”, as used herein, means as defined in Recital A.
- (b) The term “Airport”, as used herein, means as defined in Recital B.
- (c) The Term “Av Gas Facility”, as used herein, means as defined in Recital B.
- (d) The term “Fuel Farm”, as used herein, means as defined in Recital B.
- (e) The term “Base Rent”, as used herein, means that portion of the Rent specified in Section 2.1 hereof.

(f) The term "Event of Default", as used herein, means any event set forth in Section 16.1 hereof as an Event of Default.

(g) The term "Fixed Base Operator" or "FBO" means a full service fixed base operator as defined from time to time in the Minimum Standards. In the absence of adopted Minimum Standards, "Fixed Base Operator" or "FBO" means a full service fixed based operation providing, at minimum, the following services to users of the Airport directly or through duly authorized onsite sublessees or authorized and qualified onsite contractors.

(i) Sale of aviation fuel and lubricants together with aircraft fueling services;

(ii) Tie down, hangar storage, and parking;

(iii) Aircraft maintenance (including stocking a reasonable inventory of aircraft parts and accessories to maintain and repair general aviation aircraft);

(iv) F.A.A. approved flight instruction; and

(v) Aircraft rental.

(h) The term "Fuel Farm", as used herein means the Jet A Fuel Facility, Av Gas Facility and related fueling, metering and containment equipment and systems.

(i) The term "Imposition", as used herein, means any tax, assessment, ad valorem real property tax, excise, levy, license or permit fee or other governmental charge, general and specific, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the Term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable or other payments received by Tenant or anyone claiming by, through or under Tenant, or (c) any use or occupation of the Premises or any part thereof.

(j) The term "Institution", as used herein, means a savings bank, bank, trust or insurance company, pension fund (whether or not managed by a state agency), or lending institution authorized to make mortgage loans and supervised or regulated by the United States of America or any state thereof.

(k) The term "Jet A Fuel Facility", as used herein, means as defined in Recital B.

(l) The term "Landlord", as used herein, means City of Medina, Ohio, its successors or assigns.

(m) The term "Lease Year", as used herein, means a period of twelve (12) full consecutive months commencing upon the Rent Commencement Date.

(n) The term "Minimum Standards", means the Minimum Standards for Aeronautical Activity, if any, adopted from time to time by the Landlord as the same may be amended, modified or supplemented from time to time.

(o) The term "Maintenance Hangar", as used herein, means as defined in Recital B.

(p) The term "Premises", as used herein, means as defined in Recital C.

(p) The term "Rent", as used herein, means the sum of the Base Rent and such other sums as are payable to Landlord in accordance with the terms hereof.

(q) The term "Commencement Date", as used herein, shall mean January 1, 2024.

(r) The term "Tenant", as used herein, means [R. Waldron Entity].

(s) The term "Term", as used herein, means the period of time described in Section 3.1 hereof and includes the "Initial Term" as defined in Section 3.1 and any "Extended Term" as defined in Section 3.1.

(t) The term "USTs or AST" shall mean any underground storage tanks or above ground storage tanks, as applicable for fuel at the Premises including, but not limited to, those which are a part of the Fuel Farm.

## ARTICLE II

### Rent

**Section 2.1 Base Rent.** As part of Rent, Tenant shall pay to Landlord, as Base Rent for the Premises, during the Term, the following amounts (with respect to the indicated Lease Years):

(a) During the Initial Term, the Base Rent shall be ZERO Dollars (\$00.00) in recognition of Tenant's investments in start-up, establishment and operation of the Fixed Base Operator services at the Airport contemplated in the definition of FBO in the above definitions section of this Agreement; and

(b) The fees due under Section 2.2 below.

(c) During any Extended Term the Base Rent shall be as set forth in a written amendment to this Lease to be negotiated and executed pursuant to Section 3.1 of this Lease prior to the commencement of such Extended Term.

(d) The Base Rent for each of the aforesaid periods shall be payable in successive monthly installments during the respective period in advance on the first day of each and every month during the respective period, the first such payment to include also any prorated Base Rent for the period from the date of the commencement of the Initial Term to the first day of the first full calendar month in the Initial Term.

**Section 2.2 Fuel Privilege Fees.** In addition to Base Rent, Tenant shall pay the following fees based upon all aviation gasoline, jet fuel and any other type of aviation fuel, corrected to standard temperature, delivered to Tenant at or for the Airport:

(a) **Jet Fuel.**

- (i) Seventy-five percent of the gross margin on all monthly Jet Fuel sales; plus
- (ii) Until Landlord recovers through the gross margin payments under this Lease, Landlord's remaining unrecovered full investment in the Jet A Fuel Facility, all remaining gross margin once the 25% share remaining for Tenant exceeds \$1,000.00 for the month, shall be paid to Landlord. As of October 31, 2023 the remaining unrecovered portion of Landlord's investment to be paid was \$156,517.08.
- (iii) Once Landlord's investment is fully recovered then Seven cents (\$.07) per gallon based upon all Jet A fuel, corrected to standard temperature, delivered to Tenant on the Premises.

(b) **Av Gas.**

- (i) Seven cents (\$.07) per gallon based upon all av gas, corrected to standard temperature, delivered to Tenant on the Premises.

The parties agree that no aviation gasoline, jet fuel or any other type of aviation fuel shall be sold at the Airport other than by Tenant as an FBO, another FBO having a lease with Landlord meeting any minimum standards then in effect for FBOs, unless expressly consented to by Landlord in writing. Nothing herein shall prohibit Landlord from granting self-fueling rights (including for tanks and equipment for self-fueling) of aircraft to other non-FBO tenants at the Airport provided no sales of such fuel to third parties are permitted by such non-FBO tenants) and provided all sales are accurately recorded with complete information.

Except as provided in 2(c) below, Fees calculated as above shall be due and payable to Landlord within fifteen (15) days after the end of the month in which such delivery or deliveries were made. With each remission of fees hereunder Tenant shall provide together with a certification of the gallons delivered to date during the current month and the year to date. Such reports shall include year to date totals, the amount of total Jet Fuel and aviation gasoline gallons sold, total gallons of each available, sales price per gallon sold of each, average sales price per gallon of each suppliers wholesale delivered cost per gallon of each, and calculation of the fuel privilege fees payable to Landlord with such other information as Landlord may reasonably request. Landlord shall have the right to audit the deliveries and calculations made at any time, and Tenant shall make all records available for Landlord's inspection and audit upon request. In the event an audit reveals an underpayment by Tenant, Tenant shall immediately remit the underpayment with interest at 18% per annum and shall pay an audit fee equal to the actual changes incurred by the Landlord, plus \$75.00 per hour for time incurred by Landlord's internal staff in connection with the audit. The

hourly fee for internal staff may be increased in Landlord's from year to year based to equal rates charged by private accounting firms for experienced audit personnel.

(c) **Jet Fuel Acquisition & Fee Process.**

The parties acknowledge that the process of Jet Fuel procurement and thereafter allocation/payment of proceeds from sales of Jet Fuel and fees due in connection therewith was addressed with the prior fixed base operator ("Prior FBO Operator") as follows: The Prior FBO Operator handled sales of Jet Fuel to end users, managed the self-fueling processes and recorded all sales. Landlord, using remote computer access to Jet Fuel sales information, would download sales information on a monthly basis. Gross sales revenue and fuel fees to Landlord from Jet Fuel sales were reconciled quarterly. When Jet Fuel inventory needed replenishment, the Prior Operator would report the same to Landlord and then the Prior Operator would order Jet Fuel from a supplier for delivery to the Jet A Fuel Facility accordingly. The Jet Fuel vendor would then send the invoice for the Jet Fuel purchase to the Landlord. Landlord would pay the invoice for Jet Fuel. Using the reports provided from sales and cost information (including, but not limited to, information provided by the Prior Operator), Landlord would determine the shares of gross margin as provided in Section 2.2(a) above. The share payable to the Prior FBO Operator would be remitted by the Landlord within a reasonable time after the determination of the applicable quarterly reconciliation. Landlord and Tenant agree to continue this procedure with the Tenant fulfilling the responsibilities of the Prior FBO Operator in the process. Once the Landlord's unrecovered investment in the Jet Fuel Facility is fully recovered, the Landlord may elect to turn-over the responsibility for procurement, payment and accounting for Jet Fuel to Tenant with Tenant thereupon responsible for remitting the above fuel privilege fee for Jet Fuel to Landlord as Tenant does with fuel privilege fees payable with respect to av gas.

**Section 2.3 Rent Escalations.** Base Rent during any Extended Term under Section 3.1 may be escalated by Landlord as of each anniversary of the commencement of the Extended Term pursuant to any negotiated Amendment to this Lease providing for the Extended Term.

**Section 2.4 Place of Payments.** Tenant shall make payment of each installment of Rent, without notice or demand, to Landlord in lawful money of the United States of America at Landlord's offices which, until Tenant shall be otherwise notified in writing by Landlord, shall be c/o Office of Finance Director, City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256. All such payments of Rent, except as otherwise provided herein, shall be made without deduction, counterclaim, abatement, suspension, deferment, defense, diminution or setoff for any reason whatsoever.

**Section 2.5 Delinquent Payment; Handling Charges.** In the event Tenant is more than five (5) days late in paying any amount of Rent or any other payment due under this Lease, then without the need for any further notice to Tenant, Tenant shall pay Landlord, within ten (10) days of Landlord's written demand therefor, a late charge equal to five percent (5%) of the delinquent amount. In addition, any amount due from Tenant to Landlord hereunder which is not paid within thirty (30) days of the date due shall bear interest at a monthly rate of one and one-half percent (1.5%). The payment of such late charge or interest by Tenant shall not constitute a waiver of any default by Tenant hereunder.

## ARTICLE III

### Term

**Section 3.1 Term.** The covenants, conditions and obligations of the parties under this Lease and possessory rights hereunder shall become effective upon the Commencement Date, it being intended that Tenant may take possession on the date of this Lease, and shall continue for one (1) year (the "Initial Term") unless sooner terminated as provided herein. The Initial Term of this Lease may be extended for an extended term ("Extended Term") to be negotiated by the parties not later than sixty (60) days prior to expiration of the Initial Term and to be memorialized in such period by a mutually agreeable written amendment ("Amendment") to this Lease duly executed by the parties. If the parties fail to extend the term in an Amendment by the expiration of the Initial Term, this Lease shall become a month-to-month term lease terminable by either party with thirty (30) days prior written notice. Base Rent during any month-to-month term shall be \$0 per month plus fuel flowage fees under Section 2.2.

**Section 3.2 Concurrent Termination; Management Agreement.** The parties acknowledge that concurrent with the execution of this Lease, Landlord has entered into an Airport Management Agreement (the "Management Agreement") with Tenant providing for the general management of the Airport. In the event the Management Agreement is terminated by either party or expires and is not renewed or replaced by another mutually agreeable management agreement between Landlord and the Tenant, Landlord shall have the right to elect to terminate this Lease on sixty (60) days' notice to Tenant which election may be made and notice thereof may be sent within six (6) months after the effective date of the termination of the Management Agreement.

## ARTICLE IV

### **Ownership of Improvements; Additional Improvements**

**Section 4.1 Ownership of Improvements.** The FBO Land, and all other existing improvements at or on the Premises as of the date hereof are owned by Landlord and leased to Tenant hereunder for the Term and subject to the terms and conditions of this Lease. During the Term, Tenant shall own all other buildings and improvements placed upon the Premises by Tenant with the written permission of Landlord.

**Section 4.2 Additional Improvements.** Tenant shall not make any additional improvements upon the Premises, nor shall Tenant materially alter the exterior of any existing improvements upon the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. All additional improvements and/or alterations under this section shall be made in accordance with reasonable standards set by the Landlord and in accordance with applicable laws, codes and ordinances. All improvements and alterations under this section, other than trade fixtures, shall become part of the Premises and upon termination or expiration of this Lease shall be governed by Article 18 of this Lease.

## ARTICLE V

### Uses and Conduct of Business

**Section 5.1 Purposes.** Tenant shall use and occupy the Premises solely for the following purposes and none others: (a) operation of aircraft; (b) service and maintenance of aircraft; (c) inside hangar and, in designated areas, tie down storage of aircraft for hire; (d) sale of aviation and jet fuel together with services in connection with fueling of aircraft; (e) so long as Tenant is also acting as Manager of the Airport under a separate management agreement with Landlord, collection of landing and parking fees on behalf of Landlord; (g) other FBO operations and aeronautical activities authorized by the Minimum Standards, if any, or by Landlord; (h) providing the other services required in this Lease; and (i) office purposes in direct support of only the foregoing purposes. In addition, Tenant agrees to make office and reception area space in the Administrative Building available to the City and/or any Airport manager appointed or engaged by City for use in management operations as a main public office for the Airport. Reception area space may be on a shared basis. No rent or sublease rent, nor any general utility or other common expenses, shall be charged to the City (or the Airport Manager) for use of the Administrative Building as the Airport's main public office. The City and Tenant shall coordinate appropriate signage for the Administrative Building which must otherwise comply with applicable laws and codes and any Airport signage regulations.

**Section 5.2 Required Minimum Services and Facilities.** As a Fixed Base Operator, Tenant is required to provide the following services (including any contained in any Minimum Standards adopted from time to time applicable to Fixed Base Operations): (a) make available to the public certain aeronautical activities required for the operation of the Airport; (b) have in place facility improvements and equipment in connection with the sale of aviation and jet fuel and lubricants; (c) employ and have available trained service personnel to provide the services, which employees shall wear appropriate dress or insignia when on duty; (d) adopt "Standard Operating Procedures" for fueling operations which must include or provide for, among other things, training plans, fuel quality assurance testing, equipment maintenance record keeping, and emergency response procedures for fuel fires and spills; (e) maintain qualified personnel for general aviation aircraft users, 7 days a week and provide for the Airport to be open with services and fueling available 8:00 a.m. to sunset during the period of Daylight Savings Time and between 8:00 a.m. to 5:00 p.m. during all other times (subject to weather or emergency closures); (f) have and keep on file with Landlord an approved written spill prevention and contingency control plan ("SPCC") which meets both Landlord's and EPA's regulations; (g) have in place certain facility improvements and equipment providing hangar space, crew and passenger lounge space, facility support office space and pilot flight planning office space (including readily accessible telephone service with both the Cleveland AFSS and Akron-Canton Weather Service); (h) have continuously available at least one aircraft tug and standard universal tow bar (sufficient for general aviation aircraft normally frequenting the Airport), fire apparatus, compressed air equipment readily available to the public, such other equipment as is necessary or appropriate for the safe and effective provision of Fixed Based Operator services; (i) provide (directly or through a qualified and certified provider on the Premises) services for aircraft maintenance and repair of the type suitable for a municipal airport comparable to the Airport. Nothing herein is intended to limit or



qualify the Tenant's obligation to comply at all times with any Minimum Standards applicable to FBOs, all as may amended, modified and supplemented from time to time by the Landlord.

**Section 5.3 Optional Services.** In addition to or as part of the required services in Section 5.2, Lessee may provide the following services:

- (a) The wholesale and retail sale of new and used aircraft, new and used radio and electronic equipment and airman's supplies and accessories;
- (b) Operation of air taxi and sight-seeing services;
- (c) Represent a major general aviation aircraft manufacturer as a distributor or dealer offering sales and services of both new and used aircraft;
- (d) Flight training through qualified flight instructors or a recognized quality flight school (while this services is optional, Tenant agrees to use good faith diligent efforts to provide this service to be provided at the Airport).

**Section 5.4 Prohibited Purposes.** Tenant shall not use or occupy the Premises or any part thereof, nor permit any portion of the Premises to be used, for any activity or purpose not specifically authorized by this Lease, nor for any purpose which is in violation of the rules, regulations and Minimum Standards of the Landlord applied to Fixed Base Operators, nor for any activity or purpose inconsistent with the best interests of Medina Municipal Airport as determined by Landlord.

**Section 5.5 No Discrimination.** In Tenant's use of, and operations in connection with, the Leasehold Premises during the term of this Lease and any and all renewals thereof, Tenant agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Tenant agrees that in the sale of goods, or rendering of services to the public, it will sell or furnish such goods or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and that it will charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, however, that Tenant may be allowed to make reasonable and non-discriminatory discounts, rates or price reductions to volume users or purchasers. Nothing herein is intended to infer or be construed as expanding the purposes for which Tenant may use the Premises.

**Section 5.6 Tenant's Responsibility.** Except as otherwise provided herein, Tenant's use and occupancy of the Premises shall be at its sole cost and expense and Landlord shall have no responsibility whatsoever therefor.

**Section 5.7** **Conduct of Business, Etc.** Tenant shall (a) conduct its business and operate the Premises at all times in a reasonable, safe and reputable manner, (b) keep or cause to be kept the Premises and improvements thereon, including entry ways, signage, graphics, and exterior and interior portions of doors, windows and other glass and plate glass fixtures thereon, in a neat, clean, sanitary and attractive condition, and (c) not unreasonably interfere with, hinder or obstruct Landlord's operations or other Tenants of Landlord on adjacent or nearby property.

**Section 5.8** **Hazardous Materials; Indemnity.**

(a) Tenant shall conduct its business, operate and maintain the Fuel Farm, and shall cause all persons occupying all or any portion of the Premises and all of their respective agents, employees, contractors and invitees to act, in such a manner as to (i) not release or permit the release of any Hazardous Material; (ii) not unlawfully store, use or dispose of any Hazardous Material; and (iii) not create any nuisance or unreasonable interference with or disturbance of other tenants or users of the Airport or Landlord. "Hazardous Material" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Premises is located or the United States, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Law, (B) petroleum or a petroleum derivative, (C) a flammable explosive, (D) a radioactive material, (E) a polychlorinated biphenyl, (F) asbestos or an asbestos derivative, or (G) a carcinogen.

(b) In addition to the foregoing, Tenant shall comply with all applicable laws, rules and regulations governing the use, maintenance, testing, and repair of the Fuel Farm and the USTs/ASTs thereat; shall maintain adequate insurance with respect to the Fuel Farm; and shall participate in the Ohio Petroleum Underground Storage Tank Program, where applicable. At the present time there are no known Underground Storage Tanks at the Premises.

(c) Upon written request from Landlord, Tenant shall provide a copy of all records, receipts and other documents demonstrating compliance with the provisions of subsections 5.8 (a) and (b). In any event, upon receipt of any correspondence or communication from a governmental authority concerning the Fuel Farm or any Hazardous Material related matter at or involving the Premises, Tenant shall within five (5) days provide a copy of same to the Landlord.

(d) In addition to any other indemnity contained in this Lease, Tenant hereby shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses and costs arising from or asserted in connection with: (i) Tenant's breach of any of the covenants set forth in this Section 5.8, and/or (ii) to the extent caused or allowed by Tenant, or any agent, employee, contractor, invitee or licensee of Tenant, the presence on, under, or the escape, seepage, leakage, spillage, discharge, emission, release from, onto or into the Premises, the building, the land surrounding, the atmosphere, or any watercourse, body of water or ground water, of any Hazardous Material. The undertaking and indemnification set forth in this Section 5.8 shall survive the termination of this Lease and shall continue to be the personal liability and obligation of Tenant.

**Section 5.9 Rules and Regulations; FAA Grant Assurances.**

(a) Tenant shall comply with all rules and regulations issued by Landlord as the same may be amended, modified and/or supplemented from time to time, including, but not limited to the Minimum Standards applicable to Fixed Base Operators, regulations concerning signage, minimum standards of operation, architectural and aesthetic, security and general operations.

(b) To the extent applicable to Tenant's operations and/or the lease of the Premises, Tenant shall comply with all FAA grant assurances required to be imposed upon lessees by the Airport as a condition of FAA grants received from time to time by or for the Airport from the FAA, such grant assurances being incorporated herein by reference.

**Section 5.10 Fee Schedules** . The services to be provided by Tenant as a Fixed Base Operation shall be at market competitive rates. Jet fuel and aviation fuel pricing shall be reasonably competitive based on fuel acquisition costs and the pricing available to private aviation at airports within the Medina, Summit, Portage, Stark County, Wayne, and Cuyahoga counties. Landlord shall have the right to review Tenant's pricing schedules from time to time and require substantiation for any services or product pricing appearing to be excessive based on market competitive conditions.

**ARTICLE VI**

**Impositions**

**Section 6.1 Payment by Tenant.** Tenant shall pay, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment thereof, all Impositions related to the Premises during the Term; provided, however, that if, by law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition) Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments as may become due during the Term as the same respectively become due and before any fine, penalty, further interest or cost may be added thereto; provided, further, however, that the amount of all installments of any such Imposition which are to become due and payable after the expiration of the Term shall be paid on or before the date of such expiration. It is further provided that any Imposition, other than Impositions which have been converted into installment payments by Tenant as aforesaid relating to a fiscal period of the taxing authority, a part of which period is included in a period of time after the expiration of the Term, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect to or become a lien upon the Premises or shall become payable during the Term) be apportioned between Landlord and Tenant as of the expiration of the Term.

**Section 6.2 Landlord's Obligations.** Nothing herein contained shall require Tenant to pay municipal, state, county or federal income taxes assessed against Landlord, or any municipal, state, county or federal capital, levy, succession or transfer taxes of Landlord.

**Section 6.3 Right to Contest.** Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in

good faith but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Section 6.1 hereof, Tenant may postpone or defer payment of such Imposition if neither the Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost. Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

**Section 6.4 Separate Assessments.** Landlord shall use reasonable efforts to obtain real estate tax assessments for the Premises which are segregated from the remainder of Landlord's properties. In the event that such segregated assessments are obtained, Landlord shall cooperate with Tenant in requesting the appropriate public authorities to send all notices relating to Impositions directly to Tenant during the Term; Tenant shall promptly deliver to Landlord copies of all such notices received by Tenant.

**Section 6.5 No Joinder in Proceedings.** Landlord shall not be required to join in any proceedings referred to in Section 6.3 hereof unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord, in which case Landlord shall join in such proceedings or permit the same to be brought in its name. Landlord shall not be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Tenant will indemnify, protect and save harmless Landlord from any such costs and expenses. Tenant shall be entitled to any refund of any Imposition and penalties or interest thereon received by Landlord which have been paid by Tenant, or which have been paid by Landlord but previously reimbursed in full by Tenant.

## ARTICLE VII

### Insurance

**Section 7.1 Liability Insurance.** Tenant shall, in addition to any other insurance required to be maintained by Tenant under the provisions of this Lease or Article VII, beginning with the commencement of the Term, maintain standard contractual liability insurance covering Tenant's indemnification of Landlord as provided in Article 13 hereof with limits of not less than those provided for in Section 7.3 hereof.

**Section 7.2 All Risk Insurance; Hangar Keeper's Insurance Coverage.** Tenant shall keep the Premises, together with any alterations, additions or improvements thereon (including but not limited to all improvements thereon) and all fixtures, contents, personal property and equipment contained therein and belonging to Tenant or Tenant's sublessees insured during the Term against loss or damage by perils insured under an "all risk" policy and any such other risks and casualties for which insurance is customarily provided for improvements of similar character in an amount not less than the greater of (a) the full replacement value of such property (such value to be determined at least once every five (5) years by the underwriter of such insurance or by a qualified appraiser approved by Landlord), or (b) the outstanding principal balance existing from time to time of any indebtedness secured by a lien upon the Tenant's leasehold interest in the Premises. In addition,

Tenant shall maintain Hangar Keeper's Liability Insurance with respect to aircraft storage uses in such amounts as will adequately protect against loss or casualty to aircraft stored in or at the Premises and as approved from time to time by Landlord.

**Section 7.3 Public Liability Insurance.** Tenant shall maintain during the Term comprehensive general public liability insurance against claims for personal injury, bodily injury, death or property damage occurring on or in the Premises, with a combined single limit of not less than Five Million Dollars (\$5,000,000.00), or the equivalent thereof. Notwithstanding the foregoing and without regard to whether Tenant is financing any portion of the Premises, at no time shall the aforesaid limits be less than the minimum limits from time to time customarily required by institutional lenders in connection with the financing of improvements of similar character. In the event of any dispute as to the limits which may be customarily required by institutional lenders, the dispute shall be resolved by averaging limits provided by two (2) lenders in the Summit/Medina market with Landlord and Tenant each to select a lender to provide a limit.

**Section 7.4 Violation.** Tenant shall not knowingly violate or knowingly permit to be violated any of the conditions or provisions of any policy provided for in this Article VII.

**Section 7.5 Type of Policies.** All insurance provided for in this Article VII shall be effected under valid and enforceable policies issued by insurers rated at least "A" by Best's Rating Guide which are licensed to do business in the State of Ohio. If at any time the said Rating Guide shall cease to be published, there shall be substituted therefor the most similar rating guide then published. Insurer certified duplicates or originals of such policies bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord at Landlord's written request.

**Section 7.6 Tenant as Insured.** All policies of insurance provided for in Sections 7.1 and 7.3 hereof shall name Tenant as an insured. Such policies shall also name Landlord as a named insured and, with respect to any buildings or improvements owned by Landlord, as loss payee. Each such policy shall contain an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days' prior written notice to Landlord. The loss, if any, under any policies provided for in Section 7.2 hereof shall be adjusted with the insurance companies by Tenant; the proceeds of any such insurance, as so adjusted, shall be payable to Tenant for the purposes set forth in Article XIV hereof.

**Section 7.7 Blanket Policies.** Any insurance provided for in this Article VII may be effected by a policy or policies of blanket insurance; provided, however, that the amount of the total insurance allocated to the Premises shall be such as to furnish the equivalent of separate policies in the amounts herein required; and provided further that in all other respects, any such policy or policies shall comply with all other provisions of this Article VII.

## ARTICLE VIII

### **Services to, and Repairs and Maintenance of, the Premises and Airport**

**Section 8.1** **Landlord Obligations.** Landlord shall be responsible for capital repairs and replacements to the roof, foundation, HVAC systems and to the concrete and asphalt at the Premises (for avoidance of doubt not to include the Fuel Farm), but otherwise shall not be required to furnish any services or facilities or to make any repairs or alterations, additions or improvements in or to the Premises or Airport except as expressly provided herein. During the Initial Term of this Lease, Landlord has agreed to provide mowing and snow plowing services for the common areas of the Airport.

**Section 8.2** **Tenant Obligations as to Premises.** Except for the items for which Landlord is responsible under Section 8.1, Tenant shall furnish at its sole cost and expense all services and facilities and make any repairs or alterations, additions or improvements on or to the Premises which are necessary to maintain the Premises in good condition and repair and in slightly condition, all in accordance with reasonable standards set by the Landlord and in accordance with applicable laws, rules and ordinances. Without limiting the foregoing (and except as provided under Section 8.1), Tenant shall take good care of and make necessary repairs and maintenance, to the Premises, and the buildings, fixtures, equipment and furnishings thereon, roadways and parking areas, utility lines and the appurtenances thereto and shall keep the Premises grounds mowed and trimmed.

**Section 8.3** **Tenant's Neglect.** In the event that after thirty (30) days prior written notice Tenant refuses or neglects to make the repairs and perform the maintenance specified in Section 8.2 hereof, Landlord shall have the right, but shall not be obligated, to make such repairs and perform such maintenance on behalf of and for the account of Tenant. In the event that Landlord shall make such repairs and perform such maintenance, such work shall be paid for by Tenant at cost plus ten percent (10%) for Landlord's overhead and supervision.

**Section 8.4** **Triple Net Lease.** The parties intend that this Lease be a "triple net lease," meaning that Tenant, except as expressly provided in this Lease, shall pay all real estate taxes, all special assessments (if any), all insurance premiums, and without limitation each and every other cost and expense pertaining to Tenant's use and possession of the Premises and (subject to Section 8.1) maintenance and repair thereof and all buildings or improvements thereon.

## ARTICLE IX

### **Compliance with Laws**

**Section 9.1** **Tenant's Covenant.** Tenant shall promptly comply with or shall cause each occupant of the Premises to comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises or to the use or manner of use of the Premises or any part thereof.

**Section 9.2** **Right to Contest.** Tenant shall have the right to contest by appropriate proceedings diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation

or requirement of the nature referred to in Section 9.1 hereof. If by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrence of any lien of any kind against the Premises or Tenant's leasehold interest therein and without subjecting Landlord to any criminal liability for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding, provided that Tenant prosecutes the contest with due diligence. Landlord shall join in any proceedings referred to in this Section 9.2 if the provisions of any applicable law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord, provided that Tenant shall advance all costs and expenses to be incurred as a result.

## ARTICLE X

### Liens

**Section 10.1 No Liens.** Tenant shall defend, indemnify and save harmless Landlord from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Tenant, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Premises and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Pursuant to the provisions of Chapter 1311 of the Ohio Revised Code, under no circumstances shall the interest of Landlord in and to the Premises be subject to liens for improvements made by Tenant or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligation of Tenant.

**Section 10.2 Discharge of Liens.** If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant shall with all due diligence cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

**Section 10.3 No Landlord Privity.** Nothing in this Lease shall be deemed or construed in any way as constituting the request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof.

## ARTICLE XI

### Right to Perform Covenants

**Section 11.1 Landlord's Rights as to Insurance.** If Tenant shall at any time fail to pay for or maintain any of the insurance policies provided for in Article VII hereof or cause the same to be done, then Landlord, after thirty (30) days' prior written notice to Tenant and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) pay for and maintain any of the insurance policies provided for in Article VII hereof. Tenant may, at its

election, replace any such insurance so obtained by Landlord with substitute policies which satisfy the requirements of Article VII.

**Section 11.2 Landlord's Rights as to Impositions.** If Tenant shall at any time fail to make payment of any Imposition as and when required in Article VII hereof, then Landlord, after thirty (30) days' prior written notice to Tenant, and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) make any such payment as provided for in Article VI hereof.

**Section 11.3 Tenant's Lack of Diligence.** If Tenant shall at any time fail to make any payment or perform with due diligence any other act on its part to be made or performed under the terms the Lease, Landlord, without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) make any payment or perform any other act on Tenant's part to be made or performed.

**Section 11.4 Additional Rent.** All sums paid by Landlord pursuant to this Article XI and all costs and expenses incurred by Landlord in connection with the performance of any such act shall constitute additional Rent payable by Tenant under this Lease within ten (10) days after demand.

## ARTICLE XII

### **Entry on Property by Landlord**

**Section 12.1 Rights of Entry Reserved.** The Landlord and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon Tenant's exclusive premises for the following purposes:

- (a) During the course of their official duties.
- (b) To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement with respect to such premises.
- (c) During the last month of any Lease Term, to alter, renovate and redecorate the premises, provided the Lessee shall have removed all or substantially all of its property from the premises, and provided further that such alterations, renovation and redecorations can be accomplished without interfering unreasonably with the operations of the Tenant.

No such entry by or on behalf of the Landlord upon the Tenant's Premises shall cause or constitute a termination of the letting by way of concession thereof, or be deemed to constitute an interference with the possession thereof nor constitute a revocation of, or interference with, any right in Tenant in respect thereto of exclusive use.



## ARTICLE XIII

### Indemnification

Tenant shall indemnify, protect and save harmless Landlord and Landlord's trustees, officers, and employees, and their respective heirs, personal representatives, successors and assigns from and against all liabilities, damages, penalties, claims, costs and expenses, including reasonable architect's and attorney's fees, which may be imposed upon or incurred by, or asserted against them, or any of them, arising out of or in connection with any intentional, willful or negligent act of Tenant or its sublessees during the period of Tenant's use and/or occupancy of the Premises, or otherwise arising out of any failure by Tenant to perform or comply with the terms hereof, or to cause its sublessees' or subtenants' agents, employees or assigns to perform and comply with the covenants, agreements, terms or conditions contained herein which are to be performed or complied with by Tenant.

## ARTICLE XIV

### Damage or Destruction

**Section 14.1 Substantial.** In the event of casualty to the Maintenance Hangar or Administrative Building resulting in damage or destruction exceeding in the aggregate fifty percent (50%) of the then replacement cost thereof, Landlord shall have the option of (a) requiring that Tenant restore, repair, replace, rebuild or alter the building destroyed or (b) terminate this Lease by written notice to Tenant given within sixty (60) days after such damage or destruction.

**Section 14.2 No Rent Abatement.** Provided a casualty was not caused by Tenant, Tenant shall be entitled to a prorata abatement of rent equal to the portion of the buildings that are untenable. This abatement shall not apply any fees under Section 2.2.

**Section 14.3 Restoration.** In the event Landlord does not elect to terminate this Lease under Section 14.1 or does not have the right to terminate under Section 14.1, then Landlord will make repairs and replacements to the damaged and destroyed buildings so far as practicable utilizing only the proceeds of insurance with all casualty insurance proceeds to be paid over to Landlord for such purpose. Landlord shall not under any circumstances be required to expend sums in excess of available insurance proceeds.

**Section 14.4 Insufficient Funds.** In the event Landlord has not elected to terminate the Lease under Section 14.1 or does not have the right to terminate thereunder and insurance proceeds are insufficient for repairs and replacement, Tenant shall be responsible for the shortfall in the event the casualty was caused by Tenant's (or an agent of Tenant's) willful act or gross negligence or breach of this Lease.

**Section 14.5 Termination/End of Term.** If the casualty shall occur during the final eighteen (18) months of the Term, then either party may terminate this Lease in which case the insurance proceeds shall be paid to Landlord for its sole use.

## ARTICLE XV

### Condemnation

**Section 15.1 Eminent Domain.** In the event that the Premises or any part thereof shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord and Tenant and those authorized to exercise such right, or shall incur a compensable injury under the eminent domain, the Landlord and Tenant and any person or entity having an interest in the Landlord's or Tenant's share of the award shall have the right to participate in any condemnation proceedings or agreement as aforesaid for the purpose of protecting their respective interests hereunder.

**Section 15.2 Substantial.** If at any time during the Term title to the whole or substantially all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain or by agreement between the Landlord and Tenant, and those authorized to exercise such right, this Lease may be terminated by Tenant on the date of such taking and the Rent provided to be paid by Tenant shall be apportioned and paid to the date of such taking. In such event, Impositions shall be apportioned only to the extent actually collected by Landlord, and, if uncollected, Landlord shall assign to Tenant any claim to recover such Impositions. For the purposes of this Section 15.2 "substantially all of the Premises" shall be deemed to have been taken if the buildings on the portion of the Premises not so taken and taking into consideration the amount of the net award available for such purpose, cannot be so repaired or reconstructed as to constitute a complete, usable structure. If this Lease is not terminated by Tenant hereunder, then Tenant shall be entitled to a proportionate abatement of rent equal to the percentage of the Premises which has been taken.

**Section 15.3 Payment of Proceeds.** In the event of the taking of the whole or substantially all of the Premises, subject to the rights of the mortgagee, if any, the rights of Landlord and Tenant to share in the proceeds of any award received for the Premises upon any such taking or injury shall be as follows and in the following order of priority:

(a) Landlord shall be entitled to a sum equal to the then current fair market value of the FBO Land and all improvements owned by Landlord;

(b) Tenant shall be entitled to a sum equal to the then current fair market value of Tenant's leasehold estate created hereunder, plus improvements, if any, owned by Tenant which are not included in the market value of the FBO Land and Landlord owned improvements as in (a) above, provided such shall not reduce Landlord's award.

**Section 15.4 Restoration.** If any time during the Term title to less than the whole or substantially all of the Premises shall be taken as aforesaid, Tenant or its sublessees or successors, to the extent that condemnation proceeds, if any, shall be sufficient for the purpose, shall restore, repair, replace, rebuild or alter the Premises as nearly as possible to their value, condition and character immediately prior to such event and subject to the rights of the mortgagee, if any, all of the award or awards collected therefor shall first be applied and paid over toward the cost of such demolition, repair and restoration. Any balance remaining after payment of such costs of demolition, repairs and restoration shall be applied and paid over substantially in the same manner

and subject to the same conditions as those provided in Section 15.3 hereof as such provisions related to the portion of the Premises so taken.

**Section 15.5 Reduction.** Except as herein otherwise specifically provided, if title to less than the whole or substantially all of the Premises shall be taken or injured as aforesaid, this Lease shall continue, and Tenant shall continue to pay the Rent and other charges herein reserved with appropriate abatement based upon the portion of the Premises taken or rendered unusable by the taking.

**Section 15.6 Notice.** If the temporary use of the whole or any part of the Premises shall be taken by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord, the Term shall not be reduced or affected in any way, Tenant shall continue to pay in full the Rent and other charges herein reserved, without reduction or abatement, and Tenant shall be entitled to receive for itself any award or payment made for such use during the Term, subject to the rights of any mortgagee.

## ARTICLE XVI

### **Conditional Limitations - Default Provisions**

**Section 16.1 Tenant Events of Default.** If any one or more of the following events shall happen:

(a) if default shall be made in the due and punctual payment of Rent when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; or

(b) if default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing paragraph (a), and such default shall not be cured within a period of thirty (30) days after written notice thereof from Landlord to Tenant (except that in connection with a default under subparagraph (b) not susceptible of being cured with due diligence within forty-five (45) days, the time of Tenant within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Tenant commences and proceeds diligently to cure the same within the aforesaid forty-five (45) day period and further provided that such period of time shall not be so extended as to subject Landlord to any criminal liability); and

(c) whether or not the same shall have been cured, if Tenant shall have defaulted upon any covenants, agreements, terms or conditions contained in this Lease (including, but not limited to violations of Landlord's rules and regulations) on more than three (3) occasions in any five (5) year period;

(d) if default shall be made by Tenant or any affiliate of Tenant (including, but not limited to, any manager or management company in which Tenant or any owner of Tenant or affiliate of Tenant is directly or indirectly an owner or part owner) in the performance of or

compliance with any of the covenants, agreements, terms or conditions contained in any other agreement between Tenant or any affiliate of Tenant and Landlord and such default shall not be cured within any applicable notice and cure period provided for in the subject agreement;

then, and in case of such event under (a), (b), (c) or (d) ("Events of Default"), Landlord at any time thereafter during the continuance of such event or Events of Default may give written notice to Tenant, specifying such event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice or that Landlord may at its election cure such default at Tenant's expense, which date shall be at least forty-five (45) days after the giving of such notice in case of any Event of Default; and upon the date specified in such notice, this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate.

**Section 16.2 Surrender of Premises.** Upon any expiration or termination of this Lease, pursuant to the provisions of Section 16.1 hereof, Tenant shall quietly and peacefully surrender the Premises to Landlord, and Landlord, upon or any time after such expiration or termination, may, without further notice, enter upon and re-enter the Premises and by summary proceeding, judgment or otherwise, and may have, hold and enjoy the Premises, and all buildings, fixtures and improvements thereon, and the right to receive all rental and other income from the Premises.

**Section 16.3 Reletting.** At any time or from time to time after expiration or termination pursuant to the provisions of Section 16.1 hereof, Landlord may rent the Premises or any part thereof not then being occupied by any of the above-referenced parties in the name of Landlord or otherwise for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions as Landlord may determine and may collect and receive all rental income of and from the Premises.

**Section 16.4 Landlord's Recovery.** In the event of any such expiration or termination by reason of Tenant's default, whether or not the Premises or any part thereof shall have been relet, Tenant shall pay to Landlord and Landlord shall recover from Tenant, the Rent for the entire Term then in effect reduced, however, to present value using a three percent (3%) discount rate, and all other charges required to be paid by Tenant, together with all repossession costs, brokerage commissions, legal expenses (including reasonable attorneys' fees), and expenses of preparation for reletting.

**Section 16.5 Landlord Events of Default.** If substantial and material default shall be made by Landlord in the performance of or compliance with any of the material covenants, agreements, terms or conditions contained in this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord;

Then and in any such event ("Events of Default") Tenant at any time thereafter during the continuance of such event or Events of Default may give written notice to Landlord, specifying such event or Events of Default and stating that this Lease shall terminate on the date specified in such notice or that Tenant may at its election cure such default at Landlord's expense, which date shall be at least forty-five (45) days after the giving of such notice in case of any Event of Default; and upon the date specified in such notice, this Lease shall terminate unless the Landlord shall have cured same within said forty-five (45)-day period; (except that in connection with a default not

susceptible of being cured with due diligence within forty-five (45) days, the time of Landlord within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Landlord commences promptly and proceeds diligently to cure the same and further provided that such period of time shall not be so extended as to subject Tenant to any criminal liability).

**Section 16.6 Remedies Cumulative.** The rights of the Landlord upon default as aforesaid are cumulative and are in addition to all others allowed at law or in equity, including but not limited to rights of specific performance.

## ARTICLE XVII

### Condition of Property; Quiet Enjoyment

**Section 17.1 No Landlord Warranty.** Landlord hereby expressly disclaims any warranties of any nature, expressed or implied, as to the integrity or suitability of the Premises and any other warranties of any nature, expressed, implied or otherwise. **TENANT HEREBY ACCEPTS THE PREMISES IN "AS IS" CONDITION.** Tenant represents that it has made complete inspection of the Premises, the USTs and the Fuel Farm, and that it has conclusively determined therefrom that the Premises is suitable for Tenant's intended use thereof and is otherwise acceptable.

**Section 17.2 Landlord Representations.** Landlord represents and warrants that it has the power and authority to enter into this Lease and to grant the tenancy hereby created. If and so long as Tenant pays the Rent and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall and may, peaceably and quietly have, hold and enjoy the Premises without interference by Landlord or anyone claiming by, through or under Landlord, subject to all of the provisions of this Lease. Notwithstanding the foregoing, Tenant understands and acknowledges that there are tenants and uses of property adjacent to or near the Premises. Landlord shall have no liability for failing to regulate, enforce regulations against, or prevent interference from such uses and tenants.

## ARTICLE XVIII

### Surrender of Premises

**Section 18.1 Delivery of Possession.** Upon the expiration or termination of this Lease, Tenant shall immediately deliver to Landlord actual possession of the Premises, free and clear of any and all liens or encumbrances, free from the need for any environmental remediation and, at Landlord's request, Tenant shall provide Landlord with a Phase I environmental report (and Phase II results if recommended in the Phase I) from a mutually agreeable environmental consultant demonstrating that there are no environmental conditions at the Premises where remediation is required in Landlord's reasonable opinion.

**Section 18.2 Removal of Personal Property and Trade Fixtures.** Provided Tenant is not in default at the time of expiration or termination of this Lease, Tenant may, at its option and

expense, remove Tenant's personal property and trade fixtures. Such removal shall be concluded not later than the date of termination or expiration.

**Section 18.3 Non-Removal.** If Tenant has not removed the Tenant's personal property and trade fixtures in accordance with this Section, then Landlord may at its option, either exercise a right to assume ownership of the same or any part thereof, or may have the same or any part thereof removed and the Premises restored at Tenant's expense. Tenant shall remit the expenses of removal and restoration within thirty (30) days after Landlord's invoicing therefore, or at Landlord's option, Tenant shall cause the removal and restoration according to specifications approved by Landlord.

## ARTICLE XIX

### Assignment of Tenant's Interest; Mortgages

**Section 19.1 Transfers; Consent.** Tenant shall not, without the prior written consent of Landlord, (i) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein or in the Premises or buildings or improvements thereon, whether directly, indirectly or by operation of law, (ii) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity other than a corporation whose stock is publicly traded, permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (A) a change in the current control of Tenant or (B) a transfer of ten percent (10%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity, (iv) sublet any portion of the Premises (not, however, including to prohibit Tenant from storage or tie down of aircraft for fees on a periodic basis subordinate to this Lease), (v) grant any license, concession, or other right of occupancy of any portion of the Premises, or (vi) permit the use of the Premises by any parties other than Tenant (each of the events listed in this Section 19.1 being a "Transfer"). If Tenant requests Landlord's consent to any Transfer, then concurrently with such request, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor, copies of the proposed documentation, and the following information about the proposed transferee: name and address; information reasonably satisfactory to Landlord about the proposed transferee's business and business history; its proposed use of the Premises which must not deviate from the Lease; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord shall not unreasonably withhold consent to any assignment or subletting of the Premises, provided that without intending to limit the reasons for withholding consent the parties agree that it shall be reasonable for Landlord to withhold any such consent if Landlord determines in good faith that (i) the proposed transferee is not of a reasonable financial standing or is not creditworthy, (ii) the proposed transferee is of a character or reputation which reasonably may be of concern to existing or prospective tenants at the Airport, (iii) in Landlord's judgment, the proposed transferee is of a character or engaged in a business which is not in keeping with the standards of Landlord for the Airport or which may create an unsuitable tenant mix at the Airport, or (iv) in Landlord's reasonable judgment, the proposed transferee would (a) create increased burdens upon the Airport facilities, (b) cause

potential security problems or additional security concerns at the Airport, or (c) result in a material increase in Landlord's potential liabilities. Landlord may reasonably withhold its consent to all other Transfers in its reasonable discretion. Any Transfer made without Landlord's consent shall be void and at Landlord's election, shall constitute an Event of Default by Tenant. Tenant shall reimburse Landlord immediately upon request for all of its reasonable attorneys' and consultants' fees and costs incurred in connection with considering any request for consent to a Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so. Notwithstanding, Tenant may sublet the Premises to Tenant's Company provided, however, that Tenant's Company's interest shall be and remain subordinate and subject to this Lease.

**Section 19.2 Environmental Condition on Assignment.** As a condition to consideration of or consent to any Transfer, Landlord may require that Tenant demonstrate compliance with the provisions of Section 5.8. Such may include Tenant providing at its expense a Phase I Environmental Report (and Phase II Environmental Report, if recommended by the Phase I) demonstrating compliance to Landlord's satisfaction.

**Section 19.3 Mortgages.** Tenant shall have the right during the Term to subject Tenant's leasehold interest in the Premises to a leasehold mortgage (including any extension, modification, renewal or replacement thereof or any refinancing thereof) to secure any loan the debt service for which, or for any replacement thereof, is contemplated to be paid solely from the revenues from the Premises; provided, however, that:

(a) Landlord shall not be liable for the payment of the sum secured by such leasehold mortgage, nor for any expenses incurred in connection with the same, and neither such leasehold mortgage nor any instrument collateral thereto shall contain any covenant or other obligation on the part of Landlord to pay such debt, or any part thereof, or to take any affirmative action of any kind whatsoever; furthermore, such mortgagee will seek no money judgment against Landlord;

(b) Neither the term of the debt secured by said leasehold mortgage nor the period over which said debt is amortized shall terminate subsequent to the expiration of the Term of this Lease;

(c) The leasehold mortgage or attornment agreement referred to below shall expressly provide that Landlord shall have the right at any time to do any act or thing required of Tenant under the leasehold mortgage and that all such acts or things done and performed by Landlord shall be as effective to prevent a forfeiture of Tenant's rights thereunder as if done by Tenant;

(d) The leasehold mortgage or attornment agreement referred to below shall expressly provide that the mortgagee shall give Landlord written notice of the occurrence of any event which would constitute a default thereunder, the failure to cure which might result in the acceleration of the maturity of the debt secured by said leasehold mortgage, and that as a condition precedent to such acceleration or to such event constituting a default thereunder Landlord shall have the same right to cure said default as is given to the Tenant. Landlord shall enter into a reasonable subordination and attornment agreement with Tenant's mortgagee in compliance with the foregoing; provided that such may not alter the terms of the Lease.

## ARTICLE XX

### Statements, Records, Accounts, and Audit

**SECTION 20.1 Estoppel Certificates.** At any time and from time to time either party to this Lease, on at least ten (10) days' prior written request by the other party to this Lease, shall execute and deliver to the party making such request a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid and stating whether or not, to the best knowledge of the party executing such certificate, the party requesting such statement is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the executing party may have knowledge.

**SECTION 20.2 Airport Operations Report.** Within one hundred twenty (120) days after the end of each calendar years commencing with calendar year end 2023, Tenant shall submit to Landlord a written report (the "Annual Report of Airport Operations") summarizing the FBO operations conducted by Tenant. Such report shall contain data and information and be in form reasonably satisfactory to Landlord. Among other things that may be covered by the Annual Report of Airport Operations, the following shall be addressed: (i) total numbers of aircraft landings and departures by month with year over year comparisons; (ii) total census of aircraft hangered and or serviced or repaired by the Tenant or by any person, firm or entity subleasing from Tenant or otherwise operating at the Premises; (iii) aircraft fueling statistics by month and type; (iv) reports of other services or activities of the Tenant and any subtenant of Tenant provided at the Airport.

**SECTION 20.3 Financial Reports.** Within thirty (30) days after written request, but not more frequently that once per calendar year, Tenant shall provide such reasonable financial information with respect to the operations of Tenant on the Premises at the Airport, as may be requested by Landlord, including, but not limited to, most recently available financial statements and information on the Tenant's operations.

## ARTICLE XXI

### Notices



All notices, demands and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served personally, or by facsimile transmission, private overnight delivery service or if sent by United States certified mail, postage prepaid, addressed as hereinafter provided. All such notices, demands and requests mailed to Landlord shall be addressed to Landlord at c/o Office of the Mayor, City of Medina, P.O. Box 703, Medina, Ohio 44258-0703, or at such other address (and addressed to the attention of such officer or other person) as Landlord may from time to time designate by written notice to Tenant and any mortgagee. All such notices, demands and requests mailed to Tenant or any of them shall be addressed to Tenant at the Premises. All such notices, demands and requests mailed to any mortgagee shall be addressed to such mortgagee at the address furnished to Landlord pursuant to the provisions of Section 19.3 hereof, or to such other address as such mortgagee may from time to time designate by written notice to Landlord.

## ARTICLE XXII

### Miscellaneous

**Section 22.1 Whole Agreement.** Anything in this Lease or otherwise to the contrary notwithstanding, this Lease shall constitute a lease agreement only between Landlord and Tenant and shall not constitute an agency, partnership, or joint venture, either express or implied.

**Section 22.2 Strict Performance.** No failure by either party to this Lease to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance or payment of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party to this Lease, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party to this Lease. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

**Section 22.3 Memorandum of Lease.** Upon the commencement of the Term, Landlord and Tenant shall execute, acknowledge and deliver a Memorandum of Lease in a form and content reasonably satisfactory to Landlord and Tenant. Such Memorandum shall be recorded, at the cost of Tenant, in the public records of Medina County, Ohio.

**Section 22.4 Entire Agreement.** This Lease contains the entire agreement and understanding among the parties hereto and shall be deemed to supersede and cancel all other agreements and understandings, written or oral, entered into prior to the date hereof, relating to the transactions herein contemplated.

**Section 22.5 Captions.** The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease.

**Section 22.6 Invalidity.** If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 22.7 Governing Law.** This Lease and all the terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Ohio, exclusive of choice of law rules.

**Section 22.8 Binding Effect.** The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and their respective successors and assigns, except as otherwise provided herein.

**Section 22.9 Time.** Time is of the essence of this Lease, and of each Section hereof.

**Section 22.10 Cross-Default.** Tenant acknowledges that it is the "Manager" under that certain Management Agreement dated of even date herewith between Tenant (as "Manager") and Landlord (the "Management Agreement"), under which Management Agreement the Tenant, as Manager, manages the operations of the Airport. This Lease and the Management Agreement shall be cross-defaulted with each other. Upon the occurrence of any default or event of default by Tenant with respect to this Lease, or the Management Agreement, a default by Tenant shall be deemed to have occurred under each of them.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease the day and year first above written.

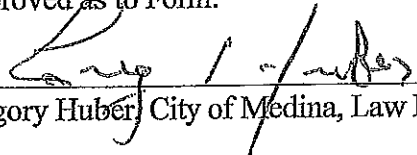
**"LANDLORD":**  
**CITY OF MEDINA, OHIO**

By: \_\_\_\_\_  
Name: Dennis Hanwell  
Title: Mayor

**"TENANT":**  
**COLD STREAM AIR SERVICES, INC.**

By: \_\_\_\_\_  
Name: Ronald Waldron  
Title: President

Approved as to Form:

  
\_\_\_\_\_  
Gregory Huber, City of Medina, Law Director

STATE OF OHIO )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for said county and state, personally appeared Dennis Hanwell, as Mayor of **CITY OF MEDINA, OHIO**, who acknowledged that he did execute the foregoing instrument on behalf of same and that the same was his free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
 ) ss:  
COUNTY OF MEDINA )

**BEFORE ME**, a Notary Public in and for said county and state, personally appeared Ronald Waldron, as President of **COLD STREAM AIR SERVICES, INC.**, an Ohio corporation, who acknowledged that he did execute the foregoing instrument on behalf of said corporation and that the same was his free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal as of this 24 day of January, 2024.

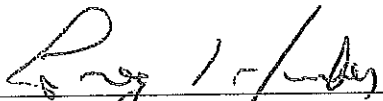
  
\_\_\_\_\_  
Gregory A. Huber  
Notary Public, State of Ohio  
My Commission Has No Expiration: Date

EXHIBIT A

**Airport Land**

**EXHIBIT B**

**FBO Land & Existing Buildings**

# REQUEST FOR COUNCIL ACTION

No. RCA 24-024-2/12

Committee: Finance + Council

FROM: Keith H. Dirham

DATE: January 24, 2024

SUBJECT: Authorization to create a Purchase Order and authorize a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

## SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Trident Deductible Recovery Group (see attached invoice). The 2024 purchase order was not created until 1/22/2024. *Inv. # 1156171 Insurance Deductible*

This request for Council Action shall serve as the Finance Director's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

## ORC 5705.41 (D) (1):

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

Estimated Cost: \$3059.00

## Suggested Funding:

- sufficient funds in Account No. 001-0704-52225
- transfer needed from Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

to Account No. \_\_\_\_\_

Emergency Clause Requested: Yes

Reason: Vendor is waiting for payment.

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

*Ord. 33-24  
2-12-24*

Customer ID	Date	Invoice #
0000373917	01/04/2024	1156171

### Deductible Billing Summary

New Activity	1-30 Days	31-60 Days	61-90 Days	> 90 Days	Total Due
\$3,059.00	<del>\$3,396.50</del>	\$0.00	\$0.00	\$0.00	<del>\$3,396.50</del>

Please pay new activity within 30 days of receipt. All past-due balances are due immediately. **\$3059.00**

Mr. Huber,  
Sedgwick, as the third-party administrator to Argo Group US / Trident Public Risk Solutions, has implemented a process for the invoicing of liability deductibles and enhanced the format of your invoice. Expenses and/or indemnity on these claims have been paid by your insurer and the associated deductible is due. If you have any questions regarding this invoice, please contact our customer service team at service@recovery-group.com or (888) 999 - 1386.

Payment can be made using one of the following options:

**Online:** ePay.Recovery-Group.com

Payments can be made online. Authenticate using your Customer ID (0000373917), Invoice Number (1156171) and Zip Code (44256).

**Mail:** Deductible Recovery Group  
PO Box 6068 - 23  
Hermitage, PA 16148-1068

Please return the bottom portion of this invoice with your remittance.  
Checks should be made payable to **Sedgwick**.

PO # \_\_\_\_\_ Line # \_\_\_\_\_  
Partial \_\_\_\_\_ Complete \_\_\_\_\_

**Wire:** Bank Name: First National Bank of Pennsylvania  
Bank Address: 4140 E. State Street, Hermitage, PA 16148  
Routing Number: 043318092  
Account Number: 95070623

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

**Correspondence:**  
Deductible Recovery Group  
PO Box 962  
Coraopolis, PA 15108

Customer ID	Date	Invoice #	Total Due
0000373917	01/04/2024	1156171	\$3,396.50

Return this stub in the envelope provided with a check payable to Sedgwick. Please be sure to place your Invoice Number on your check.

**ELECTRONIC SERVICE REQUESTED**

000196-252

Greg Huber  
City Of Medina  
132 N. Elmwood Ave  
Medina, OH 44256

**MAIL PAYMENTS ONLY TO:**  
Deductible Recovery Group  
PO Box 6068 - 23  
Hermitage, PA 16148-1068





Customer ID	Date	Invoice #
0000373917	01/04/2024	1156171

The following claim information is provided for Invoice 1156171. Please remit payment for the associated deductibles due.

Policy Number	Policy Term	Coverage	Deductible
E462372909	04/01/2020 - 04/01/2021	Law Enforcement Liability	\$10,000.00

Claim Number	Loss Date	Claimant	Total Indemnity	Total Expense	Deductible Due
IA2308BLS5P (1)	07/30/2020	Renee Johnson	\$0.00	\$3,396.50	\$3,059.00
				<b>Current Due Policy Coverage:</b>	<b>\$3,059.00</b>

<b>Total:</b>	<b>\$3,059.00</b>
---------------	-------------------

*Confidentiality Notice: This letter is confidential and only for the addressee(s). No one else may review, copy, disclose or use its contents. If received in error, contact the sender immediately.*

**Manage Your Account**

**Pay Your Bill**

Line: ePay.Recovery-Group.com  
 Attn: PO Box 6068 - 23  
 Hermitage, PA 16148-1068

Customer Service: (888) 999 - 1386  
 service@recovery-group.com

**Correspondence**

Box 962  
 Harrisburg, PA 17108



Customer ID	Date	Invoice #
0000373917	01/04/2024	1156171

## Payment History Summary

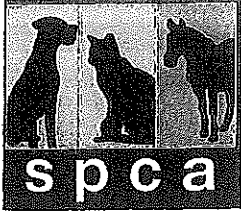
This Payment History Summary provides payments applicable to Invoice 1156171.

Claim Number	Claimant	Loss Date
4A2308BLS5P (1)	Renee Johnson	07/30/2020

Payment Date	Payee	Paid Total	Payment Type
12/22/2023	Quovant	\$12.83	Expense Pymt
12/22/2023	BAKER, DUBLIKAR, BECK, WILEY &	\$513.00	Expense Pymt
12/22/2023	BAKER, DUBLIKAR, BECK, WILEY &	(\$12.83)	Expense Pymt
12/07/2023	BAKER, DUBLIKAR, BECK, WILEY &	(\$64.13)	Expense Pymt
12/07/2023	Quovant	\$64.13	Expense Pymt
12/07/2023	BAKER, DUBLIKAR, BECK, WILEY &	\$2,546.00	Expense Pymt

RCA 24-025-2/12  
Finale

medina county



**Medina County  
Society for the Prevention of Cruelty to Animals**

8790 Guilford Road, Seville, OH 44273

[www.medinacountyspca.com](http://www.medinacountyspca.com) - 330.723.7722

A Non-Profit 501(c)3 Charitable Organization Tax ID#34-1507786

October 20, 2023

**President**  
Marty Warchola

**Vice President**  
Dawn Marzano

**Secretary**  
Sandy Larson

**Treasurer**  
Nicole Florio

**Directors**  
Tricia Eureka, DVM  
Jen Anzalone  
Tom Jenkins  
George "Hub" Marquis  
Karin Marsick  
Shaun McWilliams  
Nikki Robishaw  
Carla Boyle Small  
Evie Susanek

**Director of Operations**  
Ashlee Owens

**Humane Officer**  
Rachel Batten

Paul Rose, Sr.  
Council-at-Large  
The City of Medina

Dear Mr. Rose:

The Medina County SPCA is the official humane society for Medina County.  
As such, we:

- Investigate and prosecute animal neglect and cruelty
- Provide first responder services for animal emergencies
- Assist local law enforcement with animal handling
- Intake sick, injured and unwanted animals to rehabilitate and adopt out
- Provide humane education

The majority of our funding comes from individual donations, fundraising, and adoption fees. Therefore, we do rely on the financial support of local communities to share in the expenditures we incur serving each of them.

For the fiscal period October 1, 2022 through September 30, 2023, we provided the following services to The City of Medina:

**Intake of 166 animals originating in your jurisdiction**  
(More detailed information available on request)

Our average cost of care per animal serviced is \$336.74. That cost multiplied by the number of animals from your jurisdiction (166) results in a total expense of \$55,898.84. In support of the services we have provided to your jurisdiction, we respectfully request a fair share remuneration to defray the associated costs incurred. It is our hope you see value in the role Medina County SPCA plays in your community. I want to sincerely thank you in advance for your consideration and financial support. If you have any questions regarding our services or suggestions on how we can better serve you, please feel free to contact me at 330.723.7722.

With much appreciation,

  
Marty Warchola  
President  
Medina County SPCA Board of Directors

**ORDINANCE NO. 27-23**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$10,575.00 TO THE MEDINA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA) FOR ANIMAL RELATED SERVICES FOR THE YEAR 2023.**

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

- SEC. 1:** That the expenditure of \$10,575.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) is hereby authorized for animal related services.
- 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 payment are available in Account No. 001-0707-52215.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** February 13, 2023

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** February 14, 2023

**SIGNED:** Dennis Hanwell  
Mayor

RCA 24-026-2/12  
Finance  
only  
1-18-

**City of Medina**  
**Board of Control (Finance Committee Approval)**  
**Administrative Code: 141**

Department Heads can authorize expenditures up to \$1,500.00 (requisition)  
Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).  
Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).  
Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all  
bids, unless otherwise specified in authorizing ordinance. (Ord. 105-05)

Date: 1/18/2024

Department: Police Department

Amount: \$6,000.00

B.O.C. Approval Date: \_\_\_\_\_

Account Number: 151-0000-11010 ; 152-0000-11010

Vendor: Huntington Bank Card PO #24-759

Department head/Authorized signature:   
Chief Edward Kinney

Item/Description:

Add a line 4 \$1000 from Equitable Sharing Program 151-0000-11010 for the purchase of plaques & novelty items

Add a line 5 with \$5,000 from Police Training Fund 152-0000-11010 for use of training costs

this will bring PO total to \$31,000.00  
(value)

-----  
FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

Revised:

6/1/2018

RCA 24-027-2/12  
Finance  
Only

**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 1/18/2024

Department: IT

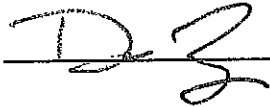
Amount: \$23,365.00

B.O.C. Approval Date: \_\_\_\_\_

(Finance Use Only)

Account Number: 388-0714-53315

Vendor: MNJ Technologies Direct, Inc

Department head/Authorized signature: 

Item/Description:

5 Replacment Rugged Tablets and Keyboards/Mounts for 5 police Cars

-----  
**FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.



MNJ Technologies Direct, Inc.  
 1025 Busch Parkway  
 Buffalo Grove, IL 60089  
 (800) 870-4340  
 www.mnjtech.com

**QUOTE**

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
12/27/2023	S001562898		JUSTIN FIELDS	1/9/24 7:19 AM	23,365.00

**BILL TO (9500719):**

CITY OF MEDINA  
 P.O. BOX 703  
 Medina, OH 44258  
 USA

**SHIP TO (000305381):**

CITY OF MEDINA  
 132 N ELMWOOD AVE  
  
 Medina, OH 44256  
 USA

**ATTN TO:**

**NAME:** JUSTIN FIELDS  
**PHONE:** 3307233931  
**EMAIL:** itsupport@medinaoh.org

**CONFIRM TO:** Jimmy Lochner

**ACCOUNT MANAGER:**

**EMAIL:**  
**PHONE:**

Jimmy Lochner  
 jlochner@mnjtech.com  
 (847) 876-8841

**Comment:**

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(\$)	AMOUNT(\$)
1	MNJ18816133	GETAC:A140G2: i5-10210U, Webcam, Win11+16GB, 256GB PCIe SSD, SR FHD IPS+TS+stylus, Rear Cam, WIFI+BT, LAN, SCR, 3 Yr B2B Warr MFG PART NO: AM2O64QA5DXX Comment: Contract: Carahsoft STS 534354	5	2,840.00	14,200.00
2	MNJ11225439	Getac Protection Plus - 5 Year - Warranty - Maintenance - Parts & Labor - Physical MFG PART NO: GE-SVTBNFX5Y Comment: Contract: Carahsoft STS 534354	5	526.00	2,630.00
3	MNJ12929894	Getac Havis Docking Station - for Tablet PC - Docking MFG PART NO: OHHGTC802 Comment: Contract: Carahsoft STS 534354	5	775.00	3,875.00
4	MNJ15064063	- A140 Havis Dock (Year 4 & 5) - Havis, A140 Vehicle Docking Station, Extended Warranty (Limited), 2, Years MFG PART NO: GE-HAAHEXT2Y Comment: Contract: Carahsoft STS 534354	5	270.00	1,350.00



**MNJ**  
TECHNOLOGIES

MNJ Technologies Direct, Inc.  
1025 Busch Parkway  
Buffalo Grove, IL 60089  
(800) 870-4340  
www.mnjtech.com

**QUOTE**

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(\$)	AMOUNT(\$)
5	MNJ13217640	Havis Vehicle Mount for Keyboard - 75 x 75 MFG PART NO: C-KBM-202 Comment: Contract: Carahsoft STS 534354	5	110.00	550.00
6	MNJ11924363	TG3 BLTX Keyboard - Cable Connectivity - USB Interface - 83 Key - TouchPad MFG PART NO: KBA-BLTX-USNNR-US Comment: Contract: Carahsoft STS 534354	5	152.00	760.00

<b>SHIP VIA:</b> FedEx-Ground	<b>PLEASE REMIT TO:</b>	<b>AMOUNT:</b>	23,365.00
<b>TERMS:</b> Net 30	MNJ Technologies Direct, Inc.	<b>SALES TAX:</b>	
	PO Box: 771861	<b>SHIPPING CHARGES:</b>	
	Chicago, IL 60637-1861	<b>TOTAL:</b>	23,365.00
		<b>ORDER TOTAL:</b>	23,365.00

Thank you for the opportunity. We appreciate your business.



RCA 24-028-2/12

# City of Medina

Finance  
Only

## Board of Control/Finance Committee Approval Administrative Code: 141

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 1/22/2024

Department: IT


Amount: \$29,428.00

B.O.C. Approval Date: \_\_\_\_\_

(Finance Use Only)

Account Number: 388-0714-53315/574-0350-53315

Vendor: Dex Imaging

Department head/Authorized signature: 

**Item/Description:**

Replace 3 Copiers Engineering, Community Development, and PD Records 388-0714-53315 \$22,428

Replacement of 1 Recreation Center Copier. 574-0350-53315 \$7,000

-----  
**FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

## Darin Zaremba

---

**From:** Kelly Clause <kelly.clause@deximaging.com>  
**Sent:** Monday, February 5, 2024 2:20 PM  
**To:** Darin Zaremba  
**Cc:** Ken Vanden Haute  
**Subject:** RE: City of Medina Recreation & COmm Sales Order

Yes, Ken Vanden Haute initialed and scratched out the Automatic Renewal and under the MISC section he scratched out FLA and put Ohio on the portion of the Equipment Service Agreement Terms and Conditions Sales Order.

I added the below note on the Sales Order under the Special Instructions:

Automatic Renewal per the Equipment Service Agreement Terms and Conditions contract renews annually unless a 30 day written notice is given to cancel the agreement.

Thank you.

## Kelly Clause, Major Account Executive

### *DEXimaging*

4577 Hinckley Industrial Pkwy  
Cleveland, OH 44109  
Direct: 216-236-0245 x 3477  
Office Phone 216-230-5336 x 3477  
Fax: 216-459-0910  
[Kelly.Clause@DexImaging.com](mailto:Kelly.Clause@DexImaging.com)

For Service Click here: **SERVICE**

For Supplies Click here: **SUPPLIES**

---

**From:** Darin Zaremba <dzaremba@medinaoh.org>  
**Sent:** Monday, February 5, 2024 2:12 PM  
**To:** Kelly Clause <kelly.clause@deximaging.com>  
**Cc:** Ken Vanden Haute <ken.vandenhaute@deximaging.com>  
**Subject:** RE: City of Medina Recreation & COmm Sales Order

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

So he was one who crossed out section and initials next to it and added ohio and initialed it...let me know...just need to have a person tied to those changes per our legal team

---

**From:** Kelly Clause <kelly.clause@deximaging.com>  
**Sent:** Monday, February 5, 2024 2:00 PM  
**To:** Darin Zaremba <dzaremba@medinaoh.org>  
**Cc:** Ken Vanden Haute <ken.vandenhaute@deximaging.com>  
**Subject:** RE: City of Medina Recreation & COmm Sales Order

Hi Darin,

Great. Ken Vanden Haute, our Midwest Region President, initialed the back of the Sales Order's t's and c's.

I am ccing him.

**Ken Vanden Haute | DEXimaging  
President, Midwest Region**

4577 Hinckley Industrial Parkway, Cleveland, OH. 44109  
Phone: 216-459-8333 x3404  
Cell: 440-728-5444  
<http://www.deximaging.com>

thanks!

**Kelly Clause, Major Account Executive  
DEXimaging**

4577 Hinckley Industrial Pkwy  
Cleveland, OH 44109  
Direct: 216-236-0245 x 3477  
Office Phone 216-230-5336 x 3477  
Fax: 216-459-0910  
[Kelly.Clause@DexImaging.com](mailto:Kelly.Clause@DexImaging.com)

For Service Click here: **SERVICE**

For Supplies Click here: **SUPPLIES**

---

**From:** Darin Zaremba <[dzaremba@medinaoh.org](mailto:dzaremba@medinaoh.org)>  
**Sent:** Monday, February 5, 2024 1:48 PM  
**To:** Kelly Clause <[kelly.clause@deximaging.com](mailto:kelly.clause@deximaging.com)>  
**Subject:** RE: City of Medina Recreation & COmm Sales Order

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kelly law director will allow but asked who initialed this so we can say who approved this scratch out and change on your end.

Are those your initials?

Maybe just reply to this email and I will print off saying yes those are your initials and the scratch out and ohio change are approved by you

---

**From:** Kelly Clause <[kelly.clause@deximaging.com](mailto:kelly.clause@deximaging.com)>  
**Sent:** Wednesday, January 31, 2024 3:46 PM  
**To:** Darin Zaremba <[dzaremba@medinaoh.org](mailto:dzaremba@medinaoh.org)>  
**Subject:** RE: City of Medina Recreation & COmm Sales Order

Hahah, it happens.

Please take a look at the attached and let me know how this looks.

Thanks,

## **Kelly Clause, Major Account Executive**

### ***DEXimaging***

4577 Hinckley Industrial Pkwy

Cleveland, OH 44109

Direct: 216-236-0245 x 3477

Office Phone 216-230-5336 x 3477

Fax: 216-459-0910

[Kelly.Clause@DexImaging.com](mailto:Kelly.Clause@DexImaging.com)

For Service Click here: **SERVICE**

For Supplies Click here: **SUPPLIES**

---

**From:** Darin Zarembo <[dzarembo@medinaoh.org](mailto:dzarembo@medinaoh.org)>  
**Sent:** Wednesday, January 31, 2024 12:28 PM  
**To:** Kelly Clause <[kelly.clause@deximaging.com](mailto:kelly.clause@deximaging.com)>  
**Subject:** RE: City of Medina Recreation & COmm Sales Order

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Duh...I just opened attachment...that all looks good...Just send over the two you had before with the redo's

Thanks

---

**From:** Kelly Clause <[kelly.clause@deximaging.com](mailto:kelly.clause@deximaging.com)>  
**Sent:** Wednesday, January 31, 2024 12:25 PM  
**To:** Darin Zarembo <[dzarembo@medinaoh.org](mailto:dzarembo@medinaoh.org)>  
**Subject:** RE: City of Medina Recreation & COmm Sales Order

Hey Darin,

The Branch President approved adding this to the agreements under the Special Instructions, plus see the attached:

Kyocera 4054ci Recreation and Community Dept. They have EGoldfax. Cancel service contract on 801017 E183M710892 and 4520dn printer. Lock in the CPC for the 4054ci for two years and then not to exceed more than 10% increase each year after. Put the 3655idn on the same cpc invoice as the new kyocera 4054ci.

Automatic Renewal per the Equipment Service agreement Terms and Conditions contract renews annually unless 30-day written notice is given to cancel the agreement.

Let me know if this works and I will add it to both of the agreements.

**Kelly Clause, Major Account Executive**

***DEXimaging***

4577 Hinckley Industrial Pkwy

Cleveland, OH 44109

Direct: 216-236-0245 x 3477

Office Phone 216-230-5336 x 3477

Fax: 216-459-0910

[Kelly.Clause@DexImaging.com](mailto:Kelly.Clause@DexImaging.com)

For Service Click here: **SERVICE**

For Supplies Click here: **SUPPLIES**

---

**From:** Darin Zaremba <[dzaremba@medinaoh.org](mailto:dzaremba@medinaoh.org)>  
**Sent:** Wednesday, January 31, 2024 10:35 AM  
**To:** Kelly Clause <[kelly.clause@deximaging.com](mailto:kelly.clause@deximaging.com)>  
**Subject:** RE: City of Medina Recreation & COmm Sales Order

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Okay

Legal got back...for this to go through next week he needs 2 changes on your end

See attached and note page

Its Automatic Renewal section mid left column  
And the Misellanoeous section bottom right

---

**From:** Kelly Clause <[kelly.clause@deximaging.com](mailto:kelly.clause@deximaging.com)>  
**Sent:** Wednesday, January 24, 2024 12:09 PM

**To:** Darin Zaremba <[dzaremba@medinaoh.org](mailto:dzaremba@medinaoh.org)>  
**Subject:** City of Medina Recreation & Comm Sales Order

Hello again,

Please see the Sales Order for the Recreation & COMM unit.

Please let me know how this looks and if you need anything changed.

Thanks so much, Darin!

Keep in mind I can send both Sales Orders to whoever is signing these via ADOBE sign if that is preferred. Obviously, after the meeting.

Thanks,

## **Kelly Clause, Major Account Executive**

### ***DEXimaging***

4577 Hinckley Industrial Pkwy

Cleveland, OH 44109

Direct: 216-236-0245 x 3477

Office Phone 216-230-5336 x 3477

Fax: 216-459-0910

[Kelly.Clause@DexImaging.com](mailto:Kelly.Clause@DexImaging.com)

For Service Click here: **SERVICE**

For Supplies Click here: **SUPPLIES**

City



**Company Information**  
City of Medina

**Bill To Address**

132 North Elmwood, Medina  
132 North Elmwood Ave  
Medina, OH 44256

**Contacts**

**Dex Imaging Sales Representative**

Name: Kelly Clause  
Phone:  
Email: [kelly.clause@deximaging.com](mailto:kelly.clause@deximaging.com)

**A/P Contact**

Name: Darin Zaremba  
Phone:  
Fax:  
Email:



## SALES ORDER / SERVICE AGREEMENT

---

### INSTALLATION for City of Medina

Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

**NOTE : White Glove option does not apply to production units**

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THEREYO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEXIMAGING LLC.

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

DN-75294





# Sales Order / Service Agreement

## Equipment Delivery Location

City of Medina - DEVELOPMENT	Equip. Contact: Darin Zaremba
132 North Elmwood Ave	Phone:
Medina, OH 44256	Email:

## Printer (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0040	\$0.00	0	0.0400
Yes	1	Kyocera TASKalfa 4054ci/5054ci/6054ci Base Engine A3 40ppm Color Copier						
Yes	1	AK-7110 Attachment Kit						
Yes	1	DF-7120 1,000 Sheet Fnsr						
Yes	1	DP-7160 Kyocera 320 Sheet Doc Processor						
Yes	1	Kyocera PH-7A 2/3 Hole Punch For DF-790						
Yes	1	Kyocera PF-7140 Dual 500 Sheet Ppr trays						
Yes	1	PF-7120 3000 Sheet Large Capacity Tray						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

**Special Instructions For This Location:** cancel agreements of current units in Records, Development and Engineering. Development and Engineering, cancel maintenance on existing units. Ricoh MPC5503s (E183M860034, E184m310955)they have egoldfax.



# Sales Order / Service Agreement

## Equipment Delivery Location

City of Medina - ENGINEERING  
 132 North Elmwood Ave  
 Medina, OH 44256

Equip. Contact: Darin Zaremba  
 Phone:  
 Email:

## Printer (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0040	\$0.00	0	0.0400
Yes	1	Kyocera TASKalfa 4054ci/5054ci/6054ci Base Engine A3 40ppm Color Copier						
Yes	1	AK-7110 Attachment Kit						
Yes	1	DF-7120 1,000 Sheet Fnrshr						
Yes	1	DP-7160 Kyocera 320 Sheet Doc Processor						
Yes	1	Kyocera PH-7A 2/3 Hole Punch For DF-790						
Yes	1	Kyocera PF-7140 Dual 500 Sheet Ppr trays						
Yes	1	PF-7120 3000 Sheet Large Capacity Tray						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

**Special Instructions For This Location:** cancel agreements of current units in Records, Development and Engineering. Development and Engineering, cancel maintenance on existing units. Ricoh MPC5503s (E183M860034, E184m310955)they have egoldfax.



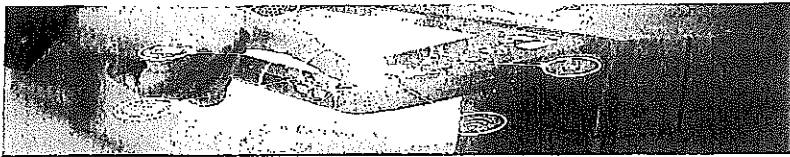
## Sales Order / Service Agreement

### Equipment Delivery Location

City of Medina -RECORDS  
 132 North Elmwood Ave  
 Medina, OH 44256

Equip. Contact: Darin Zaremba  
 Phone:  
 Email:

Printer (Monthly)								
ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0040	\$0.00	0	0.0400
Yes	1	Kyocera TASKalfa 4054ci/5054ci/6054ci Base Engine A3 40ppm Color Copier						
Yes	1	Kyocera PF-7150 Dual 1500 Sheet Ppr Feed Unit						
Yes	1	DP-7160 Kyocera 320 Sheet Doc Processor						
Included: Parts, labor and supplies with exception of paper products, staples and freight								
<small>THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.</small>								
<b>Special Instructions For This Location: cancel agreements of current units in Records, Development and Engineering. RECORD DEPT. Cancel Maintenance on MPC4503 (E175M861183).</b>								



**MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)**

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

**Connectivity Support Agreement Details:**

<u>Coverage</u>	<u>Charges</u>
Remote Support for Multi-Function Device(s)	1-5 Devices -> \$15/Device/Month
Unlimited Helpdesk Support	6-25 Devices -> \$12/Device/Month
Hours of coverage 8:00 AM to 7:00 PM (M-F)	26-50 Devices -> \$10/Device/Month
	51+ Devices -> \$8/Device/Month

**Example of Support Functions Covered Under this Contract:**

<u>Print/Scan Troubleshooting</u>	<u>Network issues/Key-Op</u>
1. Installing & updating the device print drivers on the customers PC/Laptop & Macs	2. Troubleshooting & resolving copy & print issues related to the device
3. Installing PC fax device drivers & troubleshooting fax related issues	4. Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router
5. Enabling & configuring any type of account or job codes & installing the management software	6. Key-Op training the end users on basic & advanced functionality of device features
7. Quick & secure remote desktop phone support for PC/Mac	8. YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request
1. Configuring/resolving issues with scan to email/folder on PC's or Mac	

**Accept MFD CSA for ALL machines under DEX ESP: No**

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

Address: 132 North Elmwood Ave

City: Medina	State: OH	Zip: 44256
Phone Number: 330-725-7777 ext 1109	Email:	
Name:		Title:
Signature:		Date:



## EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

### SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX Imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX Imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX Imaging, LLC, or if parts, accessories, or components not authorized by DEX Imaging, LLC are fitted to the equipment.

**DEX Industry Best**  
Guaranteed 4 Hour Response Time

### BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX Imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX Imaging, LLC holidays and subject to change by DEX Imaging, LLC.

### EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

### TERM

This Agreement shall become effective upon receipt and acceptance by DEX Imaging, LLC and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

**AUTOMATIC RENEWAL** This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

**TERMINATION** The Initial Term of this Agreement shall be as set forth above. In the event that DEX Imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

### CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA (Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING, LLC Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis.

### CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX Imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

### CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX Imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX Imaging, LLC to continue to service the Equipment. Customer must advise DEX Imaging, LLC of any equipment movements not performed by DEX Imaging, LLC via the portal at [www.deximaging.com](http://www.deximaging.com). This can be completed by selecting machine movement found within the service dropdown located on the site.

### ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX Imaging, LLC.

### EQUIPMENT REPLACEMENT

DEX Imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX Imaging, LLC will be governed by the contract type as delineated below.

### CONTRACT TYPES

**COPIER** - Service and Supplies  
**PREMIER** - Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.  
**PLATINUM** - Service and Supplies for existing Customer devices as well as newly refurbished DEX Imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX Imaging, LLC supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 - 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

**PLATINUM+** - Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX Imaging, LLC provided devices.  
**PLATINUM/PLATINUM+ Contracts Only:** All equipment delivered by DEX Imaging, LLC remains the property of DEX Imaging, LLC. Any printer removed from service by DEX Imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX Imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX Imaging, LLC in good condition and repair to a location designated by DEX Imaging, LLC within sixty (60) days. Any printers owned by DEX Imaging, LLC which are not returned will be billed to the customer at replacement value.

### POWER REQUIREMENTS

Equipment under this Agreement must have a DEX Imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX Imaging, LLC or an authorized agent of DEX Imaging, LLC may not be covered under this Agreement.

### WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

### BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX Imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX Imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX Imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX Imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX Imaging, LLC published rates for service on a "per call" basis.

### NO WARRANTY

Other than the obligations set forth herein, DEX Imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX Imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

### CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

### MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Ohio and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX Imaging, LLC.

Ohio ID



# APPROVALS

## Special Instructions

Dept.'s Record, Development and Engineering. They currently have EGoldfax SO NEW units need to be set up to receive and send faxes. We do not need to do anything with the current units, except cancel the service agreements.

801006	E184M310955	Ricoh	MP C5503
801012	E175M861183	Ricoh	MP C4503
801007	E183MB60034	Ricoh	MP C5503

Lock the CPC for two years and not to exceed more than 10% increase per year, each year after.

Automatic Renewal per the Equipment Service Agreement Terms and Conditions contract renews annually unless 30-day written notice is given to cancel the agreement.

Amount Due (Pending Taxes):

\$22,428.00 (tax exempt)

DEX Imaging, LLC Sales Associate

Name: Kelly Clause

Date: 1/31/2024

### Approvals

I have read and agree to all terms and conditions contained in this 8 page document.

DEX Imaging, LLC.

City of Medina

DEX imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:

Rec. Center



### **Company Information**

**City of Medina - Community Recreation  
Center**

#### **Bill To Address**

**855 Weymouth Rd., Medina  
132 North Elmwood Avenue  
Medina, OH 44256**

### **Contacts**

#### **Dex Imaging Sales Representative**

**Name: Kelly Clause  
Phone:  
Email: [kelly.clause@deximaging.com](mailto:kelly.clause@deximaging.com)**

#### **A/P Contact**

**Name: Darin Zaremba  
Phone:  
Fax:  
Email:**



## SALES ORDER / SERVICE AGREEMENT

### INSTALLATION for City of Medina - Community Recreation Center

Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

**NOTE : White Glove option does not apply to production units**

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TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

DN-75801

Initials: \_\_\_\_\_





## Sales Order / Service Agreement

### Equipment Delivery Location

City of Medina - Community Recreation Center  
 855 Weymouth Rd  
 Medina, OH 44256

Equip. Contact: Darin Zaremba  
 Phone:  
 Email:

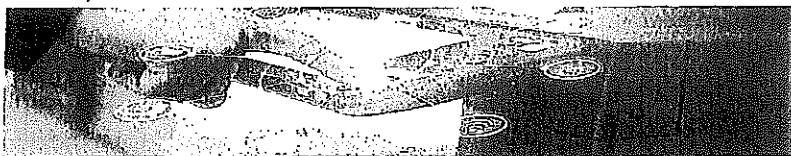
### Printer (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0040	\$0.00	0	0.0400
Yes	1	Kyocera TASKalfa 4054ci/5054ci/ 6054ci Base Engine A3 40ppm Color Copier						
Yes	1	DF-7120 1,000 Sheet Fnsr						
Yes	1	AK-7110 Attachment Kit						
Yes	1	Kyocera PF- 7140 Dual 500 Sheet Ppr trays						
Yes	1	DP-7160 Kyocera 320 Sheet Doc Processor						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

**Special Instructions For This Location:** EGoldfax COMMunity Rec Dept- they have egoldfaxing, need to fax from copier and receive faxes. Move the 3655 to where the Ricoh Printer sp4520dn is located. They are removing the printer.



**MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)**

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

**Connectivity Support Agreement Details:**

<u>Coverage</u>	<u>Charges</u>
Remote Support for Multi-Function Device(s)	1-5 Devices -> \$15/Device/Month
Unlimited Helpdesk Support	6-25 Devices -> \$12/Device/Month
Hours of coverage 8:00 AM to 7:00 PM (M-F)	26-50 Devices -> \$10/Device/Month
	51+ Devices -> \$8/Device/Month

**Example of Support Functions Covered Under this Contract:**

<u>Print/Scan Troubleshooting</u>	<u>Network issues/Key-Op</u>
1. Installing & updating the device print drivers on the customers PC/Laptop & Macs	2. Troubleshooting & resolving copy & print issues related to the device
3. Installing PC fax device drivers & troubleshooting fax related issues	4. Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router
5. Enabling & configuring any type of account or job codes & installing the management software	6. Key-Op training the end users on basic & advanced functionality of device features
7. Quick & secure remote desktop phone support for PC/Mac	8. YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request
1. Configuring/resolving issues with scan to email/folder on PC's or Mac	

**Accept MFD CSA for ALL machines under DEX ESP: No**

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

**Address: 132 North Elmwood Avenue**

<b>City: Medina</b>	<b>State: OH</b>	<b>Zip: 44256</b>
<b>Phone Number: 3307216950</b>	<b>Email:</b>	
<b>Name:</b>		<b>Title:</b>
<b>Signature:</b>		<b>Date:</b>



# EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

## SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX Imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX Imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX Imaging, LLC, or if parts, accessories, or components not authorized by DEX Imaging, LLC are fitted to the equipment.

**DEX Industry Best**  
Guaranteed 4 Hour Response Time

## BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX Imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX Imaging, LLC holidays and subject to change by DEX Imaging, LLC.

## EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

## TERM

This Agreement shall become effective upon receipt and acceptance by DEX Imaging, LLC and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

**AUTOMATIC RENEWAL** This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

**TERMINATION** The Initial Term of this Agreement shall be as set forth above. In the event that DEX Imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

## CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA (Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING, LLC Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis.

## CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX Imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

## CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX Imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX Imaging, LLC to continue to service the equipment. Customer must advise DEX Imaging, LLC of any equipment movements not performed by DEX Imaging, LLC via the portal at [www.deximaging.com](http://www.deximaging.com). This can be completed by selecting machine movement found within the service dropdown located on the site.

## ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX Imaging, LLC.

## EQUIPMENT REPLACEMENT

DEX Imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX Imaging, LLC will be governed by the contract type as delineated below.

## CONTRACT TYPES

**COPIER** – Service and Supplies  
**PREMIER** – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.  
**PLATINUM** – Service and Supplies for existing Customer devices as well as newly refurbished DEX Imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX Imaging, LLC supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

**PLATINUM+** – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX Imaging, LLC provided devices. **PLATINUM/PLATINUM+ Contracts Only:** All equipment delivered by DEX Imaging, LLC remains the property of DEX Imaging, LLC. Any printer removed from service by DEX Imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX Imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX Imaging, LLC in good condition and repair to a location designated by DEX Imaging, LLC within sixty (60) days. Any printers owned by DEX Imaging, LLC which are not returned will be billed to the customer at replacement value.

## POWER REQUIREMENTS

Equipment under this Agreement must have a DEX Imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX Imaging, LLC or an authorized agent of DEX Imaging, LLC may not be covered under this Agreement.

## WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

## BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX Imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX Imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX Imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX Imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX Imaging, LLC published rates for service on a "per call" basis.

## NO WARRANTY

Other than the obligations set forth herein, DEX Imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX Imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

## CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

## MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Ohio and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX Imaging, LLC.

Ohio [Signature]



**APPROVALS**

**Special Instructions**

Kyocera 4054ci Recreation and Community Dept. They have EGoldfax. Cancel service contract on 801017 E183M710892 and 4520dn printer. Lock in the CPC for the 4054ci for two years and then not to exceed more than 10% increase each year after. Put the 3655idn on the same cpc invoice as the new kyocera 4054ci.

Automatic Renewal per the Equipment Service Agreement Terms and Conditions contract renews annually unless 30 -day written notice is given to cancel the agreement.

Amount Due (Pending Taxes):

\$7,000.00 TAX Exempt

**DEX Imaging, LLC Sales Associate**

Name: Kelly Clause

Date: 1/31/2024

**Approvals**

I have read and agree to all terms and conditions contained in this 6 page document.

**DEX Imaging, LLC.**

**City of Medina - Community Recreation Center**

DEX Imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:

**REQUEST FOR COUNCIL ACTION**

*OK  
Dr. Harwood  
1/30/24*

No. RCA 24-029-2/12  
Committee Finance

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

*E.R.K.*

Mayor's Initials:

\_\_\_\_\_

Guidelines: See information on back of form

Date: 1/30/24

Subject: Police <sup>jurisdiction</sup> regulations for property outside municipal corporation limits.  
*Amend codified ordinances  
New Section 129.05*

**Summary and Background**

Pursuant to section 715.50 of the Ohio Revised Code, a municipal corporation owning and using lands beyond its jurisdictional limits for a municipal purpose may provide, by ordinance or resolution, all needful police or sanitary regulations for the protection of such property and may prosecute violations thereof in Medina Municipal Court. I am requesting we establish the following ordinance within the administrative chapter 129 of the codified ordinances of Medina:

“Pursuant to Ohio R.C. 715.50 the Medina Police Department shall have full jurisdiction upon all lands owned or used for Municipal purposes by the City beyond its jurisdictional limits and may prosecute violations in the Medina Municipal Court.”

This ordinance or resolution would apply to the following properties, any other applicable city owned property, and any future properties acquired by the City of Medina which are located beyond jurisdictional limits:

Medina Municipal Airport (1G5) located at 2050 Medina Road, Medina, Ohio 44256 (Sharon Township).  
The Medina Water Plant located at 3733 Granger Road, Medina, Ohio 44256 (Medina Township).

Estimated Cost: 0

Suggested Funding: N/A

Sufficient Funds in Account No: N/A

Transfer Needed From: To:

New Appropriation Needed: N/A

Account No:

Emergency Clause Requested:

No  Yes  If yes, reason: *To codify the authority immediately.*

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:  
Date:



AUTHENTICATED,  
OHIO LEGISLATIVE SERVICE  
COMMISSION  
DOCUMENT #256484

## Ohio Revised Code

Section 715.50 Police or sanitary regulations for property outside municipal corporation limits.

Effective: January 1, 1976

Legislation: House Bill 205 - 111th General Assembly

A municipal corporation owning and using lands beyond its limits for a municipal purpose may provide, by ordinance or resolution, all needful police or sanitary regulations for the protection of such property and may prosecute violations thereof in the municipal court of such municipal corporation.

# REQUEST FOR COUNCIL ACTION

No. RCA 24-031-2/12

FROM: Medina Municipal Court

Committee: Finance

DATE: January 31, 2024

SUBJECT: Step Payscale Modifications Amend SrB Code 31.05

## SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully requests that Council approve modification of three (3) Step Pay scale staff positions.

### Modified Step Positions

- (1) Assignment Commissioner
- (2) Deputy Chief Probation Officer

### Current Step

- G5 Step F/\$26.81
- G9 Step F/\$32.59

### Proposed Step

- G6 Step F/\$28.15
- G10 Step F/\$34.22

### Establish Step Position

- (3) Probation Officer/Specialized Docket

### Current Step

- G7 Step F/\$29.56

### Proposed Step

- G8 Step F/\$31.04

This request is deemed necessary to align the pay scale of key staff positions with their counterparts in other comparable Ohio Municipal Courts, to account for expanded responsibilities assumed by key personnel, to enhance employee retention in key positions, and to recognize skillsets uniquely critical to the court's operation.

### Estimated Cost:

### Suggested Funding:

- Sufficient funds in Account No. 001-0705
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: Yes

Reason: Pay scale adjustments are effective as of 1/1/2024 (retro pay)

### COUNCIL USE ONLY:

### Committee Action/Recommendation:

Council Action Taken: 2-12-24 HOLD UNTIL 2-26 Mtg.

Ord./Res.  
Date:

		Mayor, confirmed by Council	
1	Asst. Law Director/Asst. Prosecutor (part-time)	Pay Grade 106	Part-time
2	Assistant Prosecutor (part-time*)	Pay Grade 102	Part-time
1	Assistant Prosecutor (part-time)	Pay Grade 101	Part-time
2	Law Department Secretary (unclassified)	9 A-F	Unclassified
1	Clerk (part-time)	Sec. 31.02(B)(11)	Part-time

(A) For services in connection with the proceedings for issuing bonds, with or without the vote of the electors, with the exception of special assessment bonds: \$100.00

(B) For all services in connection with any special assessment proceedings, except sidewalk assessments, including the sale of bonds for said proceedings: \$200.00

\*-See Section 31.04(F) for special regulations concerning this position.  
Ord. 5-03, 2-04, 22-04, 7-06, 17-08, 41-10, 134-11, 7-19, 201-23

**MAYOR'S OFFICE**

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Mayor	Sec. 31.01	Elected
1	Administrative Office Manager	Pay Grade 110 (annual salary paid bi-weekly)	Subject to Civil Service Rule IIIA

**MUNICIPAL COURT**

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Chief Probation Officer ****	16 A-F	Unclassified
1	Deputy Chief Probation Officer	9 A-F → to 10 A-F	Unclassified
1	Court Reporter	11 A-F	Unclassified
1	Probation Officer / <i>Specialist</i>	7 A-F → to 8 A-F	Unclassified
1	Probation Secretary*	5 A-F	Unclassified
1	Assignment Commissioner	5 A-F → to 6 A-F	Unclassified
1	Building and Properties Custodian	31 A-F	Unclassified
1	Intensive Supervision Probation Officer**	Sec. 31.02(B)(6)	Grant Position



1	Probation Officer/Group Facilitator*****	Sec. 31.02(B)(6)	Grant Position
1	Court Security Officer***** (part/time)	Sec. 31.02(B)(5)	Part-time
1	Building Custodian (part/time) <del>Specified Budget / Probation Grant</del>	Sec. 31.02(B)(5)	Part-time

\*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.  
\*\*\*\*\*The 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 FRIG Grant and 28.5 hours/week from the CCA Grant.  
(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, 24-20, Ord. 175-20)

**PARKS AND RECREATION DEPARTMENT**

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Director of Parks, Recreation, Cemetery & Forestry * (annual salary paid bi-weekly)	Pay Grade 114	Unclassified/appointed by Mayor, confirmed by Council
1	Parks Foreman	37 A-F	Classified
1	Parks Maintenance Technician	32 A-F per contract	Classified
1	City Arborist	9 A-F	Classified
1	Laborer	31 A-F per contract	Classified
1	Sexton	34 A-F per contract	Classified
1	Clerical Help	Sec. 31.02(B)(1)	Part-time
1	Full-time Tree Care Technician	34 A-F per contract	Classified
1	Cemetery Laborer	31 A-F per contract	Classified
1	Turf Technician	per contract + 7%	Part-time

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-032-2/12

**FROM: Medina Municipal Court**

**Committee: Finance**

**DATE: January 31, 2024**

**SUBJECT: Lake Business Products – Lease Contract**

**SUMMARY AND BACKGROUND:**

Medina Municipal Court respectfully requests that Council approve 60 month lease with Lake Business Products for two Cannon Image Runner desk printers.

These two printers will be used for the Magistrate’s Courtroom/Magistrate’s Office and Judge Werner’ Administrative Assistant Jacki Ols office. This lease will cover supplies and maintenance costs for 60 months.

Pending Law Director’s approval of contract.

**Estimated Cost: \$390.64 per month/\$4,687.68 per year/\$23,438.40 60 month contract**

**Suggested Funding:**

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

**Emergency Clause Requested: NO**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken: 2/12/24 Hold until 2/26 Meeting**

**Ord./Res.  
Date:**



653 Miner Road  
Highland Heights, OH 44143

ver 1.15.2024

## Sales Order Agreement

MEDINA MUNICIPAL COURT  
135 N ELMWOOD AVE  
MEDINA OH 44256-1878  
ERP# LA0951

Date	1/22/2024
Buyer	
P.O. #	
Sales Rep	Logan Ertley

### Ship To

MEDINA MUNICIPAL COURT  
135 N ELMWOOD AVE  
MEDINA, OH 44256-1878

### Bill To

MEDINA MUNICIPAL COURT  
135 N ELMWOOD AVE  
MEDINA, OH 44256-1878

Contact: Cindy Lastuka  
Phone/Fax: (330) 723-3287 (330) 225-1108

Billing Contact: Cindy Lastuka  
Phone/Fax: (330) 723-3287 (330) 225-1108

Purchase Order	Account Type	Quantity	Color OPP	Color Printer CRP	Supply Volume	Color Base	Color Printer Base	Monthly Payment	Total
		0.0079	0.049		60	4000		\$390.64	
								2000	

Quantity	Product #	Description	Unit Price	Total Price
1	4836C001AA	ImageRUNNER ADVANCE DX C478IF		
1	*CON	Connectivity - up to 5 work stations included.		
1	2980C001AA	TONER T04 BK		
1	2979C001AA	TONER T04 C		
1	2978C001AA	TONER T04 M		
1	2977C001AA	TONER T04 Y		
1	*DIT1	Delivery, Install & Training		
1	4837C001AA	ImageRUNNER ADVANCE DX C568IF		
1	2979C001AA	TONER T04 C		
1	2978C001AA	TONER T04 M		
1	2977C001AA	TONER T04 Y		
1	*CON	Connectivity - up to 5 work stations included.		
1	*DIT2-A	Delivery -Add'l Install Same LOC - A4 (w. networking)		
1	2980C001AA	TONER T04 BK		

### Comments/Special Instructions

Delivery/Installation: Standard/Custom: Bill to: Bill from: Delivery (Y/N)

Warranty/Maintenance Agreement  Yes  No \*Please select

### Special Payment Terms & Due Dates

### Detailed Delivery Instructions

Subtotal  
Delivery/Installation  
Sales Tax  
TOTAL AMOUNT  
Less Payment (Check # )  
AMOUNT DUE

Print Name and Title

Signature

Date



### Maintenance Contract

**MEDINA MUNICIPAL COURT**

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

**MEDINA MUNICIPAL COURT**

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

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

**Covered Equipment:**

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

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

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

**Multifunction Copier / Printer (SCHEDULE A)**

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

**Managed Print Service (SCHEDULE B)**

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

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

PlotWave Base	\$	Per: MO <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Sq Ft Included:		Per: MO <input type="checkbox"/>
PlotWave Ovgs	\$		Billed: M <input type="checkbox"/> Q <input type="checkbox"/>			
ColorWave Base	\$	Per: MO <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Sq Ft Included:		Per: MO <input type="checkbox"/>
ColorWave Ovgs	\$		Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Total Annual ColorWave Pearls Included:		

ImagePROGRAF eService Per: MO  Per Sq Ft: Meter A \$0.20 - Meter B \$0.30 - Meter C \$0.50 - Meter D: \$0.75 - Meter E \$1.25

**Miscellaneous Equipment:**

Base \$ Per: MO  YR  Billed: M  Q  SA  A

**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

## 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, unless otherwise stated.
3. Any modifications to this contract require prior approval from an officer of LBP. The equipment contained on the reverse side hereof must be in good condition on the commencement date of this contract. Customer agrees to pay LBP in addition to the amount shown on the reverse side hereof, for parts and labor required to place the equipment in such condition unless covered under applicable warranties. LBP will supply to the Customer all labor, parts and toner required in the operation of Customer's copier equipment for the contract term stated on this contract from the effective contract date. In consideration thereof, the Customer agrees to pay LBP at the indicated schedule on the front of this contract. A single meter impression is defined as one impression per side for a copy or print up to 8 1/2" x 14". Any copy or print larger than this will be charged two meter impressions per side. Equipment may be added and/or removed from this contract with written notice. Should equipment be added, the cost of the contract may increase. All equipment models using the same supplies must be included (or excluded) on this contract. LBP reserves the right to charge back for page counts, on any copier that has not previously been accounted for, at the rate of the current contract.
4. Connectivity and Network Support covers connectivity, networking and application issues due to an equipment installation, Internet service provider changes, email provider changes, password changes, computer changes or additions, or setup of additional functionality including but not limited to ID codes, scan to email/folder/cloud, loading print drivers and troubleshooting problems printing individual files. Customer acknowledges and agrees that LBP can charge a monthly fee up to \$10.00 monthly per piece of equipment covered under this agreement, in addition to the other amounts due under this contract, for the term of the contract. Customer acknowledges such support can require data and/or files to be accessed, deleted or damaged and agrees to take the appropriate precautions to backup, secure and protect all software, data and media prior to requesting LBP to provide support.
5. This contract shall be reviewed annually by LBP and is subject to annual increases. Pricing may be adjusted to LBP contract rates in effect at the time of applicable annual review. At times other than the anniversary date, LBP has the right to increase the current cost of the contract with 30 days written notice. In addition, LBP may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
6. Liquidated Damages: In the event of Customer's default or upon his election and the subsequent termination of this agreement, Customer promises to pay LBP the following amounts as liquidated damages (and not as a penalty) for the breach hereof: A) Any unbilled base amounts for the remaining unbilled periods per the terms of the original contract. B) Non base cost per copy contracts, the average monthly volume(s) times the remaining unbilled periods per the terms of the original contract. C) Any overage amounts for remaining unbilled periods per the terms of the original contract. Non base cost per copy and overage amounts (if any) will be estimated and billed using average monthly volumes from acquired meter histories for each piece of equipment if actual final meters cannot be obtained.
7. Default: If Customer shall default in the performance of any obligation hereunder, and such default remains uncured after seven (7) days notice thereto, LBP may terminate this contract and charge the Customer according to the formula contained in paragraph 6 above.
8. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains in LBP until said supplies are consumed to the extent they may not be further utilized in the copy making process. In the event of Customer's default or cancellation of this contract, all such supplies and consumable parts shall be returned to LBP on demand. Additionally, LBP reserves the right to charge the Customer a prorated amount for any unused portion of drum remaining. The proration shall be established by using the following formula: LBP retail drum price / manufacturers specification recommended drum volume x actual remaining drum volume = prorated amount.
9. This contract is not assignable or transferable without prior written consent of LBP.
10. Complete Agreement: The Customer specifically agrees that no other representations, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied in the making of this contract.
11. This contract does not include purchase, delivery or installation charges of equipment, optional accessories (specifically the installation) or major modifications to the equipment.
12. LBP shall perform maintenance cleaning, inspections, adjustments, repairs and replace defective parts without additional charge to the Customer, providing such calls are made during normal business hours. Overtime charges, at LBP current rates, will be charged on all service calls performed outside of normal business hours. Normal business hours are herein defined to mean 8:00am-5:00pm, M-F, exclusive of holidays.
13. Customer agrees LBP will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance; (ii) Customer modifying, relocating, damaging, misusing the Equipment, and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized equipment alteration; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage, power surges or brown outs; (vi) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; (vii) improper conditions of the environment such as excessive dust, chemical residues, abnormal temperatures or, (viii) accident, abuse, misuse, theft, casualty or negligent act of Customer or Customer's agents. LBP will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the Customer does not authorize such work, Lake Business Products, Inc. and its subsidiary companies may refuse to renew this maintenance agreement for the equipment in question and/or may refuse to continue to service the unit under this maintenance agreement, furnishing service only on a "Per Call" basis.
14. When the manufacturer's life expectancy of the equipment has been exceeded, the manufacturer has discontinued ongoing support of covered equipment, or equipment reaches seven (7) years from original release date (whichever comes first) and normal repairs and parts replacement, as determined by LBP, cannot keep a unit in satisfactory operating condition, Lake Business Products, Inc. and its subsidiary companies may refuse to renew this maintenance agreement for the equipment in question and/or may refuse to continue to service the unit under this maintenance agreement, furnishing service only on a "Per Call" basis, so long as LBP inventory allows.
15. Customer will allow LBP to collect meter readings in accordance with this agreement. Meter readings on all connected/networked equipment will be collected electronically via print management software installed on the equipment or at the customer location. For non-connected/non-networked equipment, LBP will request meter readings via automatic email to the Customer and it is the Customer's responsibility to submit the meters readings to LBP. Should the Customer not be able to receive emails, LBP will fax a meter reading request to the Customer in which case the Customer must supply the meter readings to LBP. The Customer agrees to provide current and correct meter readings by the expected due date to insure accurate and timely billings. If the Customer does not report meter readings upon receipt of the meter reading request or the submitted meter readings are inaccurate, LBP will calculate estimated meter readings based on equipment average monthly usages and bill the Customer in accordance to the frequency contracted for. LBP may assess an additional surcharge to offset administrative costs should phone calls need to be made to the Customer to obtain meter readings due to Customer's failure to report meter readings.
16. Attorney's Fees: The Customer shall pay all LBP costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against the Customer, including reasonable attorney's fees, whether or not a suit be brought.
17. Certain copiers must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operators Manual. The Customer shall ensure that the copier is placed in an area that conforms to these requirements. This maintenance agreement does not cover service necessitated by malfunctions of parts, attachments and/or software packages not supplied by or through LBP or by use of operating supplies which are not compatible with the equipment. The Customer shall use only those supplies provided by Lake Business Products, Inc. in the equipment.
18. The Customer agrees to pay all invoices tendered for supplies and/or services performed and/or parts installed on equipment hereof on the reverse side, when said services are performed in advance of payment by the Customer. All invoice terms are "Due Upon Receipt". All past due invoices are subject to late fees of 1.5% of unpaid balance, not to exceed 18% per annum. LBP has the right to terminate this maintenance agreement and discontinue service in the event the Customer becomes delinquent in payment.
19. LBP shall furnish all supplies (except paper, cartridge staples) on supply inclusive contracts, to the equipment identified on the reverse side and/or attached schedule, to be delivered at accepted intervals in quantities, as usage history dictates, as determined by LBP with additional deliveries as required. LBP reserves the right to charge the Customer for supplies ordered in excess of levels dictated by average billing period volumes and manufacturer specifications and/or yields. Shipping for maintenance agreements that include supplies will be via UPS Ground next day/second day air. All other shipping methods such as rush orders, messenger and etcetera, will be billed to the Customer and may include special processing charges.
20. LBP Customer Service Engineers do not carry or deliver consumable supplies (toner, developer etc.). It is the Customer's responsibility to have the necessary supplies available for the Customer Service Engineer's use.
21. LBP will not be responsible for replacing or paying for replacement of any data, memory, or information, which is lost, altered, or damaged while stored in equipment. In no event will LBP be liable for lost profits or other consequential damages even if LBP has been advised of the possibility of such damages or for any claim against the Customer by any other party.
22. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades by any governmental authority; (f) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

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

Date \_\_\_\_\_

Rev 1.15.2024



Customer Care Agreement

APPLICATION NO.

AGREEMENT NO.

653 Miner Road • Highland Heights, OH 44143 • Phone: 440.953.1199 • Fax: 440.975.2278

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

CUSTOMER INFORMATION

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

EQUIPMENT DESCRIPTION

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

See attached Schedule A / See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Form with fields for Payments\* of \$, Security Deposit\* \$, and various payment/overage details.

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

END OF TERM OPTION

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

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

LESSOR ACCEPTANCE

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

CUSTOMER ACCEPTANCE

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

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

FEDERAL TAX I.D. # 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.

Signature line for MEDINA MUNICIPAL COURT with fields for 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...



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

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

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

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

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

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

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

11. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related or digital means orally and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intent and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receive 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.

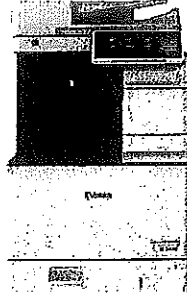
12. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT 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; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

14. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee up to \$5.00 per asset to cover the costs of shipping supplies to you. Connectivity and Network Support covers connectivity, networking and application issues due to an equipment installation, internet service provider changes, email provider changes, password changes, computer changes or additions, or setup of additional functionality including but not limited to ID codes, scans to email/folder/cloud, loading print drivers and troubleshooting problems printing individual files. You acknowledge and agree that Supplier can charge a monthly fee up to \$10.00 monthly per piece of Equipment covered under this Agreement, in addition to the other amounts due under this Agreement, for the term of the Agreement. You acknowledge such support can require data and/or files to be accessed, deleted, or damaged and agree to take the appropriate precautions to backup, secure and protect all software, data and media prior to requesting that Supplier provide support. Each month, you are entitled to produce the minimum number of clicks/prints shown on page 1, for each applicable click/print type. Regardless of the number of clicks/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered click/print that exceeds the applicable minimum number of clicks/prints. Clicks/prints made on equipment marked as not financed under this Agreement will be included in determining your click/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.




**imageRUNNER ADVANCE DX C478iFZ**



**Product Description**

**Space And Power Requirements**

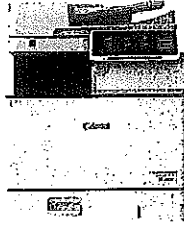
- Total Dimensions (W x D x H): 20.51" x 25.28" x 34.02"
- Total Installation Space (W x D x H): 37.40" x 25.28" x 34.02"
- Main Unit Power Requirements: 120V/7.5A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W inch	D inch	H inch		
imageRUNNER ADVANCE DX C478iFZ	20.51	25.28	34.02		
uniFLOW Online Express	-	-	-	None	
Total	20.51	25.28	34.02		






## imageRUNNER ADVANCE DX C568IF



### Product Description

### Space And Power Requirements

- Total Dimensions (W x D x H): 20.51" x 25.28" x 26.30"
- Total Installation Space (W x D x H): 37.40" x 25.28" x 26.30"
- Main Unit Power Requirements: 120V/7.5A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W inch	D Inch	H Inch		
imageRUNNER ADVANCE DX C568IF	20.51	25.28	26.30		
Total	20.51	25.28	26.30		

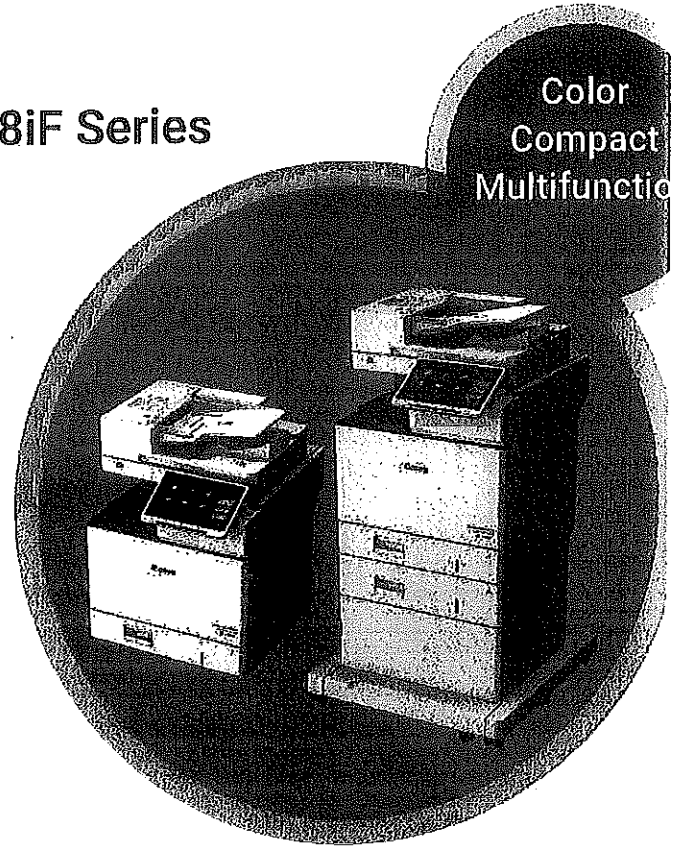
# Canon

ImageRUNNER  
ADVANCE DX  
C568iF/C568iF  
C478iF/C478iF

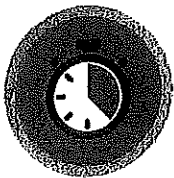
## imageRUNNER ADVANCE DX C568iF Series

Print up to 60 ppm (BW/color)  
Scan up to 200 ipm (300 dpi) (BW/color, duplex)  
Print up to 8-1/2" x 14"  
2,300-sheet maximum paper capacity

Color  
Compact  
Multifunction



Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology, better **control** sensitive information and print-related costs, and help ensure that technology investments proactively **evolve** with changing needs.



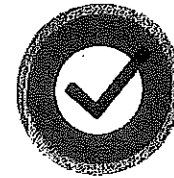
### WORKFLOW EFFICIENCY

- 10.1" intuitive touch screen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive.<sup>1</sup>
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.
- Hot Folders allow users to drag and drop a file into a hot folder and automatically print with predefined settings such as number of copies and finishing requirements.
- Easily scan to, and print from, cloud services or email directly from the device User Interface.<sup>\*\*</sup>



### SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party SIEM<sup>2</sup> systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at startup. Trellix<sup>™</sup> Embedded Control<sup>3</sup> utilizes a whitelist to protect against malware and tampering of firmware and applications.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features using a host of flexible



### QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking image thanks to Canon's V<sup>2</sup> color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished plus intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability.

<sup>\*\*</sup> Security Information and Event Management.



### DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



### COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.



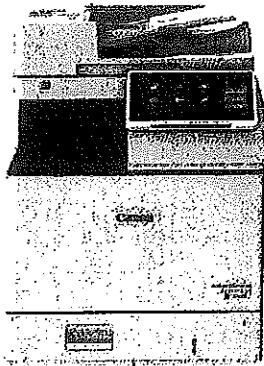
### SUSTAINABILITY

- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR® certified and rated EPEAT® Gold.<sup>5</sup>

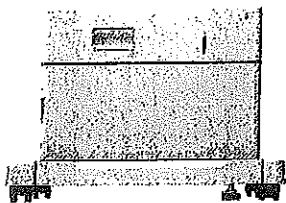
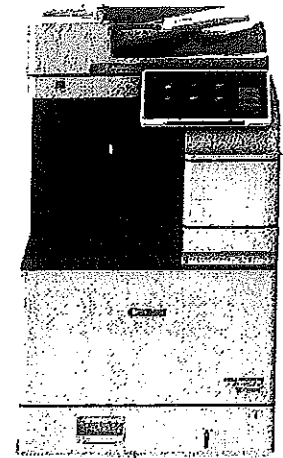
## CONFIGURATION OPTIONS

## ImageRUNNER ADVANCE DX C568iF Series

ImageRUNNER ADVANCE DX  
C568iF/C478iF

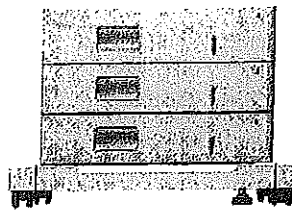


ImageRUNNER ADVANCE DX  
C568iFZ/C478iFZ



#### CASSETTE FEEDING UNIT-AS1

- 550-sheet capacity and cabinet for storage
- Supports up to Legal
- Supports 16 lb. Bond to 60 lb. Cover



#### CASSETTE FEEDING UNIT-AT1

- 1,650-sheet capacity
- Supports up to Legal
- Supports 16 lb. Bond to 60 lb. Cover



#### CASSETTE MODULE-AJ1\*\*

- Desktop configuration
- 550-sheet capacity
- Supports up to Legal
- Supports 16 lb. Bond to 60 lb. Cover

\* Finisher cannot be added after purchase

## SPECIFICATIONS

## imageRUNNER ADVANCE DX C568iF Series

### Main Unit

#### Type

Color Laser Multifunctional

#### Core Functions

Print, Copy, Scan, Send, Store, Fax

#### Processor

1.75 GHz Dual Core Processor

#### Control Panel

10.1" TFT LCD WSVGA Color Touch-panel

#### Memory

4.0 GB RAM

#### Solid State Drive

256 GB

#### Interface Connection

Network: 100Base-T/100Base-TX/10Base-T,

Wireless LAN (IEEE 802.11 b/g/n)

Optional: Bluetooth Low Energy

#### Others

Standard: USB 2.0 (Host) x2, USB 3.0 x1 (Host),

USB 2.0 x1 (Device)  
Optional: Copy Control Interface

#### Paper Capacity (LTR, 20 lb. Bond)

Standard: 650 Sheets

Maximum: 2,300 Sheets

#### Paper Sources (LTR, 20 lb. Bond)

Standard: 550-sheet Paper Cassette,  
100-sheet Multi-Purpose Tray

Optional: 1,650-sheet Paper Cassette

(Cassette Feeding Unit-AT1)

550-sheet Paper Cassette

(Cassette Feeding Unit-AS-1)

#### Paper Output Capacity (LTR, 20 lb. Bond)

Standard

Model: 400 Sheets

Finisher 900 Sheets (400 sheets: base tray, 400

sheets: upper tray, 100 sheets: lower tray)

#### Finishing Capabilities

Standard: Collate, Group

Finisher: Collate, Group, Offset, Staple

#### Supported Media Types

Multi-Purpose Thin, Plain, Recycled, Heavy, Color,

Tray: Bond, Envelope, Letterhead

Cassette: Thin, Plain, Recycled, Heavy, Color,

Label, Bond, Letterhead

#### Supported Media Sizes

Multi-Purpose Legal, Letter, Executive, Statement,  
Tray: Envelopes [No.10 (COM10), Monarch, DL,

ISO-C5], Custom size: 3" x 5" to 8-1/2" x 14"  
(76.2 x 127.0 mm to 216.0 x 355.6 mm)

Cassette: Legal, Letter, Executive, Statement,  
Custom Size: 4" x 5-7/8" to 8-1/2" x 14"  
(101.6 x 148.0 mm to 216.0 x 355.6 mm)

#### Supported Media Weights

Cassettes: 16 lb. Bond to 60 lb. Cover (60 to 163 g/m<sup>2</sup>)

#### Multi-Purpose

Tray: 16 lb. Bond to 79 lb. Cover (60 to 216 g/m<sup>2</sup>)

Duplex: 16 lb. Bond to 60 lb. Cover (60 to 163 g/m<sup>2</sup>)

#### Print/Copy Speed (BW and Color)

C568iF/

C568iFZ: Up to 60 ppm (Letter), Up to 47 ppm (Legal)

C478iF/

C478iFZ: Up to 50 ppm (Letter), Up to 39 ppm (Legal)

#### Warm-up Time

From Power

On: Approx. 10 Seconds<sup>5</sup>

From Sleep

Mode: Approx. 10 Seconds<sup>7</sup>

Quick Startup

Mode: Approx. 4 Seconds<sup>8</sup>

#### Dimensions (W x D x H)

Standard 20-1/2" x 25-1/4" x 26-3/8"

Model: (521 mm x 642 mm x 668 mm)

Finisher 20-1/2" x 25-1/4" x 34"

Model: (521 mm x 642 mm x 864 mm)

#### Installation Space (W x D)

37-3/8" x 33-1/8" (950 mm x 840 mm) (with Left Cartridge

Door Open + Right Door Open + the Cassette Drawer Open)

### Print Specifications

#### Print Resolution (dpi)

Up to 1200 x 1200 (equivalent)

#### Standard Page Description Languages

UFR II, PCL6, Adobe® PostScript® 3™

#### Direct Print

Available from USB, Advanced Box,

Remote UI, and Web Access

#### Supported File Types

PDF, TIFF, JPEG, EPS, XPS

#### Printing from Mobile Devices and Cloud-based Services

A range of standard and optional software and MEAP-based solutions (including Cloud Connector, AirPrint, Mopria, Universal Print by Microsoft®, Canon PRINT Business, and uniFLOW Online) are available to provide printing from mobile devices or Internet-connected devices and cloud-based services depending on your requirements. Please contact your sales representative for further information.

#### Fonts

PCL: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT J/K/S/T (Japanese,  
Korean, Simplified and Traditional  
Chinese),<sup>9</sup> Barcode Fonts<sup>11</sup>

#### PS:

136 Roman

#### Operating System<sup>12</sup>

UFR II/PS: Windows® 8.1/10/Server 2012/Server 2012

R2/Server 2016/Server 2019,

Mac OS X(10.11 or later)

PCL: Windows 8.1/10/Server 2012/Server 2012

R2/Server 2016/Server 2019

PPD: Windows 8.1/10, Mac OS X(10.10 or later)

### Copy Specifications

#### First-Copy-Out Time (LTR)

C568iF/

C568iFZ: Approx. 4.4/5.2 seconds or less

C478iF/

C478iFZ: Approx. 5.1/5.8 seconds or less

#### Copy Resolution (dpi)

600 x 600

#### Multiple Copies

Up to 9,999

#### Magnification

25 to 400% (1% Increments)

#### Preset Reductions/Enlargements

25%, 50%, 64%, 78%, 100% (1:1), 129%, 200%, 400%

### Scan Specifications

#### Type

Single-Pass Duplexing Automatic Document Feeder<sup>13</sup>

#### Document Feeder Paper Capacity

Up to 100 Sheets (20 lb. Bond)

#### Document Feeder Supported Media Sizes

Legal, Letter, Statement, Custom Size: 1-7/8" x 5"

to 8-1/2" x 14" (48.0 mm x 128.0 mm to 216.0 mm x 355.6 mm), Business Card: 1-7/8" x 3-3/8" to 2-1/8" x

3-5/8" (48.0 mm x 85.0 mm to 55.0 mm x 91.0 mm)

#### Document Feeder Supported Media Weights

Single-Sided 13.3 to 34 lb. Bond (50 to 128 gsm) (BW);

Scanning: 17 to 34 lb. Bond (64 to 128 gsm) (CL)

Double-Sided 13.3 to 34 lb. Bond (50 to 128 gsm) (BW);

Scanning: 17 to 34 lb. Bond (64 to 128 gsm) (CL)

Business Card: 21.3 lb. Bond to 80 lb. Cover (80 to 220 gsm)

#### Platen Acceptable Originals

Sheet, Book

#### Pull Scan

Color Network ScanGear2 for both Twain and WIA

Supported Windows 8.1/10/Server 2012/Server 2012

OS: R2/Server 2016

#### Scan Resolution (dpi)

Scan for Copy: 600 x 600

Scan for Send: (Push) 600 x 600 (SMB/FTP/WebDAV  
iFAX), (Pull) 600 x 600

Scan for Fax: 600 x 600

#### Scan to Mobile Devices and Cloud-based Service

A range of solutions is available to provide scanning to compatible mobile devices and certain cloud-based services depending on your requirements.

#### Scan Speed (LTR)

Send: Automatic Color Select "OFF" (300 x 300)

Single-Sided Scanning: 100 ipm

Double-Sided Scanning: 200 ipm

Automatic Color Select "ON" (300 x 300)

Single-Sided Scanning: 50 ipm

Double-Sided Scanning: 100 ipm

Copy: Scan Speed Priority (300 x 600 dpi):

Single-Sided Scanning: 50 ipm

Double-Sided Scanning: 100 ipm

Image Quality Priority (600 x 600 dpi):

Single-Sided Scanning: 30 ipm

Double-Sided Scanning: 50 ipm

### Send Specifications

#### Destination

Standard: Email/Internet Fax (SMTP), SMB v3.0  
FTP, WebDAV, Mail Box, Super G3 Fax

Optional: IP Fax

#### Address Book

LDAP (2,000)/Local (1,600)/Speed Dial (200)

#### Send Resolution (dpi)

Push: Up to 600 x 600

Pull: Up to 600 x 600

#### Communication Protocol

File: FTP (TCP/IP), SMB v3.0, WebDAV

Email: SMTP, POP3

#### File Format

TIFF, JPEG, PDF (Compact, Searchable, Apply policy, Optimize for Web, PDF A/1-b, Trace & Smooth, Encry Device Signature, User Signature), XPS (Compact, Searchable, Device Signature, User Signature), Office Open XML (PowerPoint, Word)

### Fax Specifications

#### Maximum Number of Connection Lines

1

#### Modem Speed

Super G3: 33.6 Kbps

G3: 14.4 Kbps

#### Compression Method

MH, MR, MMR, JBIG

#### Resolution (dpi)

400 x 400 (Ultra Fine), 200 x 400 (Super Fine),

200 x 200 (Fine), 200 x 100 (Normal)

#### Sending and Recording Size

Statement to Legal

#### Fax Memory

Up to 30,000 Pages (2,000 Jobs)

#### Speed Dials

Max. 200

#### Group Dials/Destinations

Max. 199 Dials

#### Sequential Broadcast

Max. 256 Addresses

#### Memory Backup

Yes

**Store Specifications**

**Mail Box Simple (Number Supported)**  
 100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, Maximum 10,000 Pages (2,000 Jobs) Stored

**Advanced Box Communication**  
 Protocol: SMB or WebDAV  
 Supported  
 Client PC: Windows 8.1/10  
 Concurrent Connections (Max.)  
 SMB: 64  
 WebDAV: 3 (Active Sessions)

**Advanced Box Available Disc Space**  
 Approx. 16 GB

**Security Specifications**

**Authentication**

**Standard:** Universal Login Manager (Device and Function Level Log-in), uniFLOW Online Express,<sup>14</sup> User Authentication, Department ID Authentication, Access Management System  
**Optional:** uniFLOW

**Data**

**Standard:** Trusted Platform Module (TPM), SDD Password Lock, SDD Initialize, Mail Box Password Protection, SSD Data Encryption (FIPS140-2 Validated), Verify System at Startup,<sup>3</sup> Runtime Intrusion Detection with Trellix Embedded Control<sup>3</sup>  
**Optional:** Data Loss Prevention (Requires uniFLOW)

**Network**

**Standard:** IP/Mac Address Filtering, IPSEC, TLS Encrypted Communication (v1.0/1.1/1.2/1.3), SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP, S/MIME, SIEM Integration

**Document**

**Standard:** Secure Print, Adobe LiveCycle<sup>®</sup> Rights Management ES2.5 Integration, Encrypted PDF, Encrypted Secure Print, Device Signature, User Signatures, Secure Watermark

**Environmental Specifications**

**Operating Environment**  
 Temperature: 50 to 86 °F  
 Humidity: 20 to 80% RH (Relative Humidity)

**Power Requirements**  
 C568iF/  
 C568iFZ: 110 V-127 V, 60 Hz, 10 A  
 C478iF/  
 C478iFZ: 110 V-127 V, 60 Hz, 8.4 A

**Plug (Main Unit)**  
 NEMA 5-15P

**Power Consumption**  
 Maximum: Approx. 1,500 W  
 Standby: Approx. 49 W<sup>15</sup>  
 Sleep Mode: Approx. 1.0 W<sup>16</sup>  
 Typical Electricity Consumption (TEC) Rating<sup>17</sup>

C568iF/  
 C568iFZ: 0.67 kWh  
 C478iF/  
 C478iFZ: 0.54 kWh

**Standards**

ENERGY STAR<sup>®</sup> Certified  
 Rated EPEAT<sup>®</sup> Gold<sup>6</sup>

**Consumables**

**Toner Cartridge**  
 TONER T04 BK/C/M/Y<sup>18</sup>  
**Toner Yield**  
 TONER T04 BK: 33,000 Pages<sup>19</sup>  
 TONER T04 C/M/Y: 27,500 Pages<sup>19</sup>

<sup>1</sup> Subscription to a third-party cloud service required. Sub to third-party cloud service providers' Terms and Conditions.

<sup>2</sup> Third-party SIEM system required. Subject to third-party SIEM system's Terms and Conditions. Canon cannot ensure compatibility with all third-party SIEM systems.

<sup>3</sup> This feature is off by default and must be turned on by the user. Warm-up times are affected once turned on.

<sup>4</sup> Requires additional option.

<sup>5</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).

<sup>6</sup> Time from device power-on until copy ready (not print reservation).

<sup>7</sup> Time from exiting Sleep mode to when printing is operational.

<sup>8</sup> Time from device power-on to when copy jobs can be programmed.

<sup>9</sup> Includes consumables.

<sup>10</sup> Requires the optional PCL International Font Set-A1.

<sup>11</sup> Requires the optional Barcode Printer Kit-Ø1.

<sup>12</sup> Other operating systems and environments, including AS/400, UNIX, Linux, and Citrix, may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information contact your sales representative.

<sup>13</sup> Multi-Sheet Feed Detector Supported.

<sup>14</sup> No charge for this solution; however, activation is required.

<sup>15</sup> Reference value (measured one unit).

<sup>16</sup> 1.0 W Sleep mode not available in all circumstances due to certain settings.

<sup>17</sup> Based on ENERGY STAR Product Specification for Imaging Equipment Version 3.0.

<sup>18</sup> Toner T04L also available for BK and Color (C, M, Y). Yield is BK 11,000 images and Color 9,000 images.

<sup>19</sup> Toner Cartridge yield in accordance with ISO/IEC 19798

As an ENERGY STAR<sup>®</sup> Partner, Canon U.S.A., Inc. has certified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. AirPrint and the AirPrint logo are trademarks of Apple Inc. Canon, imageRUNNER, ImagePASS, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. Canon products offer certain security features, yet many variables can impact the security of your devices and data. Canon does not warrant that use of its features will prevent security issues. Some security features may impact functionality/performance; you may want to test these settings in your environment. Nothing herein should be construed as legal or regulatory advice concerning applicable laws; customers must have their own qualified counsel determine the feasibility of a solution as it relates to regulatory and statutory compliance. Trellix and the Trellix logo are trademarks or registered trademarks of Musarubra US LLC or its subsidiaries in the U.S. and other countries. All other referenced product names and marks are trademarks of their respective owners. All printer output images are simulated. All features presented in this brochure may not apply to all Series and/or products and may be optional; please check with your Canon Authorized Dealer for details. Products shown with optional accessories. Canon U.S.A. does not provide legal counsel or regulatory compliance consultancy, including without limitation, Sarbanes-Oxley, HIPAA, GLBA, Check 21 or the USA Patriot Act. Each customer must have its own qualified counsel determine the advisability of a particular solution as it relates to regulatory and statutory compliance. Specifications and availability



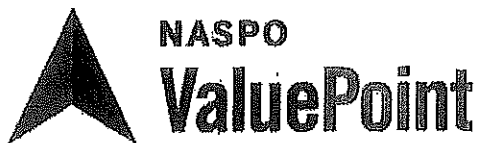
USA.CANON.COM/SIMPLYADVANC



Trellix



To learn about Canon's many awards



**COPIERS & MANAGED PRINT SERVICES**  
Led by the State of Colorado

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Participating Addendum #:

Master Agreement #: **140595**

Contractor: **CANON U.S.A., INC.**

Participating Entity:

**The following products and services are included in this contract portfolio:**

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado for use by the Participating Entity listed above.
2. Participation: This NASPO ValuePoint Master Agreement may only be used by the Participating Entity listed above, unless an entity is granted permission by Canon U.S.A., Inc. in writing. Issues of interpretation and eligibility for participation are solely within the authority of Canon U.S.A., Inc.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name:	Frank Carroll
Address:	1 Canon Park, Melville, NY, 11747
Telephone:	214-354-3315
Email:	FCARROLL@CUSA.CANON.COM



**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

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Participating Entity

Name:	
Address:	
Telephone:	
Email:	

4. Order of Precedence:

- 1) This Participating Addendum
- 2) NASPO ValuePoint Master Agreement #140595 including all Exhibits
- 3) An Order issued against the Master Agreement
- 4) The Solicitation, RFP-NP-18-001, Copiers & Manager Print Services
- 5) Contractor's response to the Solicitation, as revised and accepted by the Lead State
- 6) Contractor's Supplemental Documents, including all Attachments

5. Lease Agreements:

Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement **Attachment A** (Canon Lease Agreement), unless otherwise agreed to. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

Assignment: Contractor may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement #140595 or this Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes written notification to the Purchasing Entity.

All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

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- i. Any acquisition or return options, based on the type of lease or rental agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

6. Authorized Dealers: All Authorized Dealers as shown on the Contractor's Exhibit D – Dealer List as shown on the NASPO ValuePoint website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The contractor's Authorized Dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
7. Orders: All orders should contain the following (1) "NASPO ValuePoint Contract #140595" & "Participating Addendum # \_\_\_\_\_" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.
8. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor, Authorized Dealer, or assigned leasing entity will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for accurate service invoices to be generated, Purchasing Entities shall provide meter reads within the Contractor's requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue.



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9. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:
- i) Interactive White boards;
  - ii) Computers, monitors, or other related items;
  - iii) Fax machines;
  - iv) Overhead Projectors; and
  - v) Cameras.

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option.

10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
  - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's "Maintenance Service Level Agreement" provided in Master Agreement **Attachment B**

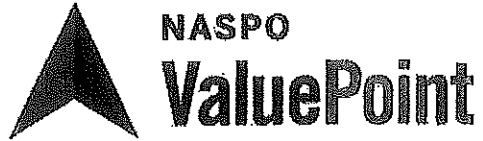
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(Canon Maintenance Terms and Conditions), and Master Agreement **Attachment E** (Digital Press Production and Large Format Equipment Master Services Agreement) if applicable.

13. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Managed Print Service Level Agreement" provided in Master Agreement **Attachment C** (Canon Sample MPS Agreement) or a similar format approved by both parties. Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.
  
14. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Master Agreement **Exhibit C** (MPS Statement of Work) or **Attachment D** (Canon Sample MPS Customer Expectations Document), and it must be approved by both parties prior to the initiation of any engagement.
  
15. Choice of Law and Forum: THIS PARTICIPATING ADDENDUM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO. THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF CINCINNATI UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF OHIO OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY A PURCHASING ENTITY AGAINST CONTRACTOR, WHETHER OR NOT ARISING UNDER THIS PARTICIPATING ADDENDUM AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF CINCINNATI. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.
  
16. NOTWITHSTANDING ANY PROVISIONS IN THE MASTER AGREEMENT AND THIS PARTICIPATING ADDENDUM, IN NO EVENT SHALL CONTRACTOR, ITS AUTHORIZED DEALERS, OR THE PARTICIPATING ENTITY AND ANY CUSTOMERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.



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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

For questions on executing a participating addendum, please contact:  
 NASPO ValuePoint

Cooperative Development Coordinator:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	<a href="mailto:jatkinson@naspovaluepoint.org">jatkinson@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to  
PA@naspovaluepoint.org  
 to support documentation of participation and posting in appropriate data bases.]***



**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 MA# 140595 / PA# NVP-OH-  
*(State/Association Contract Number)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date