

ORDINANCE NO.: 2024-61

FIRST READING 5-20-2024

INTRODUCED BY: JERRY CANTON

SECOND READING 6.10.24

THIRD READING WAIVED

**ORDINANCE APPROVING THE LEASE AGREEMENT BETWEEN ARIS COMPANY AND THE VILLAGE OF SOUTH RUSSELL IN AN AMOUNT NOT TO EXCEED A TOTAL OF \$650.00 FOR PORTABLE RESTROOM FACILITIES AND SERVICES FOR TWO SPECIFIC EVENTS SPONSORED BY AND LOCATED AT THE VILLAGE POLICE DEPARTMENT, AUTHORIZING THE CHIEF OF POLICE AND FISCAL OFFICER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Council desires to provide portable restroom facilities for two events sponsored by and located at the Village Police Department;

**WHEREAS**, Aris Company provides such portable restroom facilities and services and has provided Council with a proposed Lease Agreement leasing such facilities to the Village (“Agreement”); and

**WHEREAS**, Council desires to enter into such Agreement with Aris Company.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of South Russell, Geauga County, Ohio that:

**SECTION 1.** The Agreement between the Village of South Russell and Aris Company, attached hereto and incorporated herein by reference as **Attachment A**, obtaining Aris Company to provide portable restroom facilities and services for two specific events sponsored by and located at the Village Police Department in an amount not to exceed a total of \$650.00, is hereby approved.

**SECTION 2.** The Chief of Police and Fiscal Officer are hereby authorized to execute the Agreement on behalf of the Village and are authorized to take all necessary and other action in accordance with Agreement.

**SECTION 3.** It is hereby 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 of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**SECTION 4.** That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village Police Department to obtain such portable restroom facilities and services for the two events; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance

shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

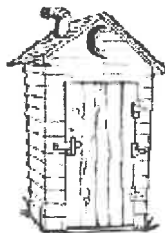
William J. Roons  
Mayor - President of Council

ATTEST:

Danielle Romanowski  
Fiscal Officer

I certify that Ordinance No. 2024-61 was duly enacted on the 10<sup>TH</sup> day of JUNE, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski  
Fiscal Officer



**Aris Company**  
 P.O. Box 23097  
 Chagrin Falls, OH 44023  
 arisrentals.com  
 Phone: 330-562-8300  
 Fax: 330-562-8350

**Aris Company Lease Agreement**

**Customer Name:** Village of South Russell

**Customer Address:** 5205 Chillicothe Road  
 South Russell, OH 44022

**Delivery Address:** 1228 Bell Rd  
 Chagrin Falls, OH 44022

**Delivery Date:** June 28, 2024  
 July 12, 2024

**Pickup Date:** July 1, 2024  
 July 15, 2024

Aris Company hereby leases the above named customer the following portable restroom facilities/service:

**Service & Fees**

SE Handicapped x 2 units (1 on ea. date above)	\$ 225.00 ea.
SE Delivery Fee	\$ 200.00

Said units will be delivered to the required locations as specified by client, and picked up in a timely manner following close of event. Lessee agrees to pay or reimburse the lessor for any damage to said units while in the lessee's possession. Lessee agrees not to remove the leased property from the delivery location and shall not sublease said property. Lessee agrees to pay or reimburse Aris Company for any lost or stolen items while in lessee's possession. Lessee agrees to order sufficient service so as not to overtax the unit's designed capacity. Lessee is responsible for units for duration of the rental. Payment is due prior to delivery. Returned checks will be charged a \$39.00 returned check fee. Deposits on **ALL** trailer and VIP rentals are **NON REFUNDABLE!! ALL** trailers require an electric and water hook-up. Drivers reserve the right to refuse any delivery location which may result in injury or damage to persons, property, or vehicle. Drivers are not permitted to leave apparent driveway, roadway, or hard surface. If client moves units from delivered location they shall be subject to a \$100 fee.

**If order is not canceled at least 48 hours in advance no refund will be given**

Signature

*William A. Koons*

Date

*6-11-2024*