

ORDINANCE NO.: 2025-14

FIRST READING February 10, 2025

INTRODUCED BY: MARK PORTER

SECOND READING WAIVED

THIRD READING WAIVED

ORDINANCE APPROVING THE SALES ORDER AGREEMENT AND MAINTENANCE CONTRACT BETWEEN THE VILLAGE OF SOUTH RUSSELL AND LAKE BUSINESS PRODUCTS FOR THE PURCHASE AND MAINTENANCE OF A COPIER, WAIVING THE CONNECTIVITY AND NETWORK SUPPORT FEE PORTION OF THE AGREEMENT, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Council of the Village of South Russell desires to purchase a new copier for the building department;

WHEREAS, Lake Business Products is in the business of selling and maintaining such copiers and has presented Council with a Sales Order Agreement and Maintenance Contract (the "Agreement"), a copy of which is attached hereto and incorporated herein by reference as **Attachment 1**, for the purchase and maintenance of a copier; and

WHEREAS, Council desires to enter into and approve the Agreement with Lake Business Products for the purchase and maintenance of the copier.

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

SECTION 1. The Agreement, attached as **Attachment 1**, between Lake Business Products and the Village of South Russell for the Village's purchase and Lake Business Products maintenance of a copier for the Village's building department is hereby approved pursuant to the Agreement's terms and conditions; provided however, that the Village elects to waive the connectivity and network support portion of the Agreement.

SECTION 2. The Mayor is hereby authorized to execute the Agreement on behalf of the Village and execute the connectivity and network support fee waiver portion of the 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 to secure the purchase and maintenance of the much-needed copier as soon as possible; 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.

Mayor - President of Council

ATTEST:

Fiscal Officer

I certify that Ordinance No. _____ was duly enacted on the _____ day of _____, 2025, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Fiscal Officer



Sales Order Agreement

Village Of South Russell
5205 Chillicothe Rd.
South Russell OH 44022
ERP# V001

Date	1/28/2025
Buyer	
P.O. #	
Sales Rep	Erin Gallan

Ship To
Village Of South Russell 5205 Chillicothe Rd. South Russell, OH 44022
Contact: Danielle Romanowski Phone/Fax: (440) 338-7843 (440) 338-8776

Bill To
Village Of South Russell 5205 Chillicothe Rd. South Russell, OH 44022
Billing Contact: Danielle Romanowski Phone/Fax: (440) 338-7843 (440) 338-8776

Purchase Order:	Approx Delivery Date:
Account Type:	Lease Months:
B/W CPP Color CPP	B/W Base
B/W Printer CPP Color Printer CPP	B/W Printer Base
	Monthly Payment:
	Color Base
	Color Printer Base

Quantity	Product #	Description	Unit Price	Total Price
1	5963C002AA	imageRUNNER ADVANCE DX C3926i	\$4,645.65	\$4,645.65
1	4917C002AA	Cassette Feeding Unit-AW1		
1	*CON	Connectivity - up to 5 work stations included		
1	*DIT1	Delivery, Install & Training included		
1	5753C003AA	GPR-66 Black Toner		
1	5754C003AA	GPR-66 Cyan Toner		
1	5755C003AA	GPR-66 Magenta Toner		
1	5756C003AA	GPR-66 Yellow Toner		
1	4000C002BA	Inner Finisher-L1		

Comments/Special Instructions				
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type
Warranty/Maintenance Agreement				
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No *Please select				

Subtotal	\$4,645.65
Delivery/Installation	\$0.00
Sales Tax	\$0.00
TOTAL AMOUNT	\$4,645.65
Less Payment (Check #:)	
AMOUNT DUE	\$4,645.65

Delivery Instructions & Special Instructions

WILLIAM G. KOONS MAYOR
Print Name and Title

William G. Koons
Signature

2-10-25
Date



Maintenance Contract

Village Of South Russell	Village Of South Russell
Company Name	Billing Company Name (if different)
5205 Chillicothe Rd.	5205 Chillicothe Rd.
Equipment Location Address	Billing Address (if different)
South Russell, OH 44022	South Russell, OH 44022
City, State, Zip	City, State, Zip
(440) 338-7843	
Phone Number	Purchase Order Number
0	0
Meter Contact	Meter Contact Email Address
-	
Meter Contact Phone Number	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
Canon imageRUNNER ADV DX C3926i			
<input type="checkbox"/> SEE ATTACHED SCHEDULE "A"	<input type="checkbox"/> 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	\$ _____ CPC	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: CPC	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>
B&W Overages	\$ 0.0079		Billed: M <input checked="" type="checkbox"/> Q <input checked="" type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>		
Color Base	\$ _____ CPC	Per: MO <input checked="" 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: CPC	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>
Color Overages	\$ 0.0440		Billed: M <input type="checkbox"/> Q <input checked="" type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>		

Managed Print Service (SCHEDULE B):

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

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

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

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

Miscellaneous Equipment:

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

William G. Koons

Customer Signature

WILLIAM G. KOONS

Print Name

2-10-25

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; (g) 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 1.22.2024



Connectivity and Network Fee Waiver

Village Of South Russell _____

Company Name

Contract Number

By signing below, the Customer acknowledges they do not want to be charged a monthly fee for connectivity and network support. By declining this support, the Customer understands that any such calls for non-equipment related issues, following the initial install period and 30 days thereafter, will be billed on a time and materials basis, at the then hourly rate in effect billed in hourly increments. The current billable rate for this network support is up to \$249.00/hour and is subject to increase based on Company's discretion.

Connectivity and network support covers issues related to connectivity, networking and application issues, ongoing training, internet service provider changes, email provider changes, password changes, computer changes or additions, setup of additional functionality, including but not limited to ID codes, scan to email/folder/cloud, loading print drivers and troubleshooting other non-equipment issues related to printing, scanning and faxing.

Customer Acceptance

This document is in reference to original the maintenance contract (contract number stated above) between Lake Business Products, Inc. and the Customer named on this document. May it be known that the parties do hereby agree to make the following changes outlined above. These additions shall be made valid as if they are included in the original stated contract and no other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

William H. Koons

Customer Signature

WILLIAM H. KOONS

Print Name

2-10-25

Date

Mayer

Title