

ORDINANCE NO. 2026- 27 FIRST READING April 6, 2026  
INTRODUCED BY: MARK PORTER SECOND READING WAIVED  
THIRD READING WAIVED

**ORDINANCE APPROVING THE SERVICE AGREEMENT BETWEEN THE VILLAGE OF SOUTH RUSSELL AND UNITI SOLUTIONS FOR UPGRADE TO THE INTERNET SERVICE FOR VILLAGE HALL IN THE AMOUNT OF \$2,640.00, AUTHORIZING THE MAYOR TO EXECUTE THE SERVICE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.**

WHEREAS, Council desires to upgrade the internet service for the Village of South Russell Village Hall;

WHEREAS, Uniti Solutions is the business of providing internet service upgrades and has provided Council with a Service Agreement for the purchase of such internet service upgrade; and

WHEREAS, Council desires to approve the aforementioned Service Agreement with Uniti Solutions.

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

SECTION 1: The Service Agreement with Uniti Solutions for the purchase of internet service upgrades for the Village of South Russell Village Hall in the amount of \$2,640.00, which Service Agreement is attached hereto and incorporated herein by reference as **Attachment 1**, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute the Service Agreement on behalf of the Village.

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 any of its committees on or after December 2, 1975, that resulted in formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the 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 to secure the cost of the internet service upgrades; 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.

  
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Mayor – Presiding Officer

ATTEST:

Danielle Romanowski  
Fiscal Officer

I certify that Ordinance No. 2026-27 was duly enacted on the 6<sup>TH</sup> day of APRIL, 2026, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski  
Fiscal Officer

**FISCAL OFFICER'S CERTIFICATION**

As the fiscal officer of the Village of South Russell, Ohio, I hereby certify that as of the date of execution of the within Service Agreement with the Village of South Russell, Ohio, the amount required to satisfy payment under the Service Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Danielle Romanowski  
Danielle Romanowski, Fiscal Officer  
Village of South Russell, Ohio

**AMENDMENT TO UNITI AGREEMENT**

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between VILLAGE OF SOUTH RUSSELL ("Customer") and the Uniti legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Uniti").

**TERMS OF AMENDMENT**

Uniti and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2968347, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

VILLAGE OF SOUTH RUSSELL (Customer)

**UNITI and its affiliates**  
(Uniti)

SIGNATURE: <u>William J. Koons</u>	SIGNATURE: _____
AUTHORIZED REP.	AUTHORIZED REP.
(PRINTED NAME): <u>William G. Koons</u>	(PRINTED NAME): _____
TITLE: <u>MAYOR</u>	TITLE: _____
DATE: <u>April 7, 2026</u>	DATE: _____

Account Summary

Customer Name	VILLAGE OF SOUTH RUSSELL
Quote #	2968347
Uniti Representative	Bernelle Gaddy
Contract Term Length	24 Months
Effective Date	March 31, 2026

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Internet Service	\$110.00	\$0.00
<b>Total*</b>	<b>\$110.00</b>	<b>\$0.00</b>

The Monthly Recurring Charges represented above DO NOT include the taxes or charges that Uniti passes on to governmental entities AND the following Uniti fees and surcharges: Access Recovery Charge of up to \$3.00 per line or a maximum of 5 per trunk. Regulatory Assessment Surcharge of up to 8% (or for future increases with prior notice, the then-current tariff rate) applies to Interstate and International charges in the following states MN, NY and PA. An Administrative Service Fee of up to 18% (or for future increases with prior notice, the then-current tariff rate) applies to Interstate, Intrastate and Internet services monthly charges in all states except MN, NY and PA.

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### Service Agreement Summary

This Service Agreement is subject to and controlled by the Uniti Solution Service Terms and Conditions and the service-specific terms and conditions located at <https://solutions.uniti.com/legal>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. Rates are subject to change on 30 days' notice via bill message on customer's invoice. By your signature you warrant that you have read, understand and agree to the Service Agreement, Uniti Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	UNITI
Signature: <u>William G. Koons</u>	Signature: _____
Printed Name: <u>WILLIAM G. KOONS</u>	Printed Name: _____
Title: <u>MAYOR</u>	Title: _____
Date: <u>April 7, 2026</u>	Date: _____

This offer is voidable by Uniti if not signed and returned by 5/15/2026.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
VILLAGE OF SOUTH RUSSELL	\$110.00	\$0.00	\$0.00

Location Detail

Location Name	VILLAGE OF SOUTH RUSSELL	Account Number	226216758
Location Address	5205 CHILLICOTHE RD , CHAGRIN FALLS, OH 44022-4397		

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
<b>Internet Service</b>			\$110.00
Broadband Internet Access - 1000.0/1000.0	1	Included	
Access Management Fee	1	\$0.00	\$0.00
		<b>Total</b>	<b>\$110.00</b>