

ORDINANCE 2012 – 06

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACTING VILLAGE ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE COUNTRY CONNECTIONS LLC AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, COUNTY OF PICKAWAY, STATE OF OHIO, TWO-THIRDS OF ITS MEMBERS ELECTED THERETO CONCURRING, THAT:

SECTION 1: The Acting Village Administrator is hereby authorized and directed to enter into an Agreement, in substantially the same format and content, as the document attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the Village of Commercial Point.

SECTION 2: 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 Council and that all deliberations of the Council and any of the decision making bodies of the Village of Commercial Point which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION 3: All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

SECTION 4: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of this municipality and the further reason that Village Council needs to approve and enter into this Agreement at the earliest possible opportunity in order to ensure high speed internet connectivity for its residence. Wherefore, provided that this Ordinance receives the required affirmative vote of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Passed in Council this 18th day of June, 2012.

Vote on Suspension of the Three Readings:

Motion by Vidal Cruz 2nd Kim Gooden-Kinney

Roll Call:

<u>Yes</u> Jim Kuzelka	<u>Yes</u> Randy Shelton	<u> </u> Clarence Wissinger
<u>Yes</u> Vidal Cruz	<u>Yes</u> Kimberly Gooden Kinney	<u>Yes</u> Jason Thompson

Vote on Passage of the Ordinance:

Motion by Jason Thompson 2nd Randy Shelton

Roll Call:

<u>Yes</u> Jim Kuzelka	<u>Yes</u> Randy Shelton	<u> </u> Clarence Wissinger
<u>Yes</u> Vidal Cruz	<u>Yes</u> Kimberly Gooden Kinney	<u>Yes</u> Jason Thompson

ATTEST: _____
Joe Hammond, Mayor

ATTEST: _____
Wendy Hastings, Fiscal Officer

APPROVED:

D. Michael Crites, Village Solicitor

Exhibit "A"

Contract for the Operation of a Country Connections LLC Network Access Point Normal Use

Introduction

This Contract is made and entered into on June 18, 2012, by and between the Village of Commercial Point, Ohio, an Ohio municipal corporation (Owner), having an address at 12 Front Street, Commercial Point, Ohio 43116, and Country Connections LLC, having an address at 36 Washington Square, Washington CH, Ohio 431609 (Company), for the purpose of operating an access point for high speed internet service in Commercial Point, Ohio area and surrounding area.

Section 1: Premises

The Owner shall grant the Company revocable non-exclusive license to install and maintain an access point for high speed internet service on or about 23-27 Carmel Court, Commercial Point, Ohio 43116. The Owner will provide a reasonably safe location for our equipment (switches, routers, and or other electronic equipment necessary), and a reasonably safe place to mount our access point(s) and back haul(s) at an elevation that will service the intended service area; provided that, the Owner shall not be held responsible for any loss, damage or theft of any such equipment. Except for authorized personnel or as otherwise necessary for the Owner to carry out its duties as an Ohio municipal corporation, the Owner shall not allow any other company or person to use the Owners premise for an access point, or relay point (back haul) that operates in the WISP unlicensed bands (900, 2.4,5.8) and licensed band (3.65) and all of the nice Part 101 licensed bands (6GHz, 11GHz, 18GHz, 23GHz). The Owner will also provide an electrical hook up that has continuous 110 volt electric service. The Owner will pay for any electricity consumption for the necessary equipment to run the access point. The Company shall be granted access to the equipment during reasonable business hours for the purpose of adjusting, service and or maintenance upon advance notification of the Owner.

Section 2: Length of term

This Contract shall remain in effect until terminated by either party. The Owner or Company may terminate this Contract for any reason by giving a minimum of 180 days written notice to the non-terminating party.

Section 3: Consideration

For consideration of the above, the Company shall provide, at no cost to the Owner, high speed internet service to the Village municipal offices and the Village water plant and an outdoor WIFI access point for the use of the police department.

The Company will pay for any equipment necessary to operate the access point, but reserves the right to adjust, maintain and or move the equipment at any time.

Section 4: Hold Harmless

The Company shall indemnify and hold the Owner and its council, officers, employees, attorneys and agents harmless from any from and against any and all liabilities, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses resulting from or in any way related to Company's operation of the high speed internet access point, and or service of said access point. This Section 4 shall survive termination of this Contract.

Section 5: Acknowledgment of Relationship

The Company shall in no manner be construed or claim to be an agent or an extension of the Owner. The Company shall not receive from the Owner any expressed or implied protections or obligations except those specifically described in this contract.

The Owner shall in no manner be construed or claim to be an agent or an extension of the Company. The Owner shall not receive from the company any expressed or implied protections or obligations except those specifically described in this contract.

Section 6: Entire Contract

This Contract contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements had between the parties are merged herein. This Contract may be amended, modified or supplemented only by an agreement in writing signed by the parties hereto.

Section 7: Assignment.

This Contract is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

Section 8: Governing law; Forum

This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. All disputes arising under this Contract must be litigated in the Pickaway County Court of Common Pleas and the parties consent to the jurisdiction and venue of such Court.

Section 9: Counterparts; Facsimile

This Contract may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

Section 10: Captions and Headings

The captions and headings of this Contract are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

IN WITNESS WHEREOF, this Contract has been executed as of the day and year set forth above.

THE COMPANY:

Country Connections LLC

36 Washington SQ. Washington CH, Ohio 43160

signature _____ date _____

print _____ title _____

THE OWNER:

Village of Commercial Point, Ohio,

10 W. Scioto Street, Commercial Point, Ohio 43116

signature _____ date _____

print _____ title: Acting Village Administrator

signature _____ date _____

print _____ title: Fiscal Officer