

RECORD OF ORDINANCES

Ordinance No. 11 - 73 2014 Passed 11-18, 20 14

AN ORDINANCE AUTHORIZING THE SAFETY DIRECTOR FOR THE CITY OF CIRCLEVILLE TO ENTER INTO AN AGREEMENT WITH BOX 65 FOR THE LEASE OF A 1998 FORD CONVERSION AMBULANCE FORMERLY USED BY THE CITY OF CIRCLEVILLE FIRE DEPARTMENT.

WHEREAS, the Council of the City of Circleville, is authorized pursuant to Section 721.01 of the Ohio Revised Code, to sell or lease personal property belonging to the city which is no longer needed for municipal purposes; and

WHEREAS, the City Fire Department currently has a 1998 Ford conversion ambulance which is no longer needed for municipal purposes; and

WHEREAS, Box 65 has expressed a desire and interest to lease this vehicle to be used to assist emergency personnel throughout the county in providing scene support during emergencies; and

WHEREAS, entering into an agreement with Box 65 for the lease of this vehicle is in the best interest of the city, will not be detrimental to the citizens of the City of Circleville, and the same ought to be done;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Circleville, Pickaway County, Ohio, as follows:

SECTION I. That the Safety Director is hereby authorized and directed to enter into an agreement with Box 65 to lease a 1998 Ford conversion ambulance previously utilized by the City of Circleville Fire Department to be used by this organization to assist emergency personnel throughout the county in providing scene support during emergencies.

SECTION II. That the terms of the aforesaid Lease Agreement shall be those as set forth in the Lease Agreement attached hereto, marked Exhibit "A", and incorporated herein by reference.

SECTION III. That this Ordinance shall take effect and be in force from and after the earliest period permitted by law.

PASSED: 11-18-2014

Daniel M. Goff
PRESIDENT OF COUNCIL

ATTEST: Linda M. Gray
CLERK OF COUNCIL

APPROVED:

Debra R. McElroy
MAYOR

APPROVED AS TO FORM:

DATE: NOV. 20, 2014

Gary D. Kenworthy
GARY D. KENWORTHY
CIRCLEVILLE CITY LAW DIRECTOR

REVIEWED BY LAW DIRECTOR
AND APPROVED AS TO FORM

EXHIBIT A

LEASE

This agreement is made and entered into this ____ day of December, 2014, by and between the City of Circleville, by and through its Safety Director of 104 East Franklin Street, Circleville, Ohio 43113, hereinafter referred to as "Lessor" and Box 65 of Circleville, Ohio 43113, hereinafter referred to as "Lessee".

WHEREAS, the City of Circleville is the current owner of a 1998 Ford RUC conversion ambulance, hereinafter described which is no longer needed for municipal purposes by the city; and

WHEREAS, Box 65 is currently in need of such vehicle for use in connection with providing assistance to emergency personnel throughout the county in providing scene support during emergencies; and

WHEREAS, the City of Circleville is desirous of leasing the aforesaid equipment to Box 65 in exchange for One Dollar and other considerations hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

I. DESCRIPTION OF LEASE PROPERTY

Lessee herein does hereby lease and hire from Lessor for the purposes and under the conditions hereinafter set forth, the following described property: 1998 Ford conversion ambulance, VIN #1FDXE4QF2WHB72046

II. TERM OF LEASE

The term of this lease shall be for a period of one (1) year commencing on the ____ day of January, 2015 and to terminate on the ____ day of January, 2016, unless otherwise terminated as provided hereinafter in this lease. This lease shall renew automatically for an additional one (1) year period under the same terms and conditions unless either party notifies the other of its intent to terminate this lease at least thirty (30) days prior to the expiration date of the current term.

III. RENT

In consideration of the leasing of the property, Lessee agrees to pay Lessor as rent for the property the sum of One Dollar (\$1.00) per year payable upon execution of this agreement.

IV. MAINTENANCE AND REPAIRS

Lessee at its own cost and expense, shall keep the property leased in good repair, condition and working order, and shall furnish all parts required to keep it in good working order. Lessee shall not remove, alter or disfigure, the leased property, and shall see that the property is not subjected to careless or needlessly rough usage.

V. USE

Lessee shall use the property leased in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the property. The property shall be used only in connection with Box 65 and for no other purpose unless otherwise specifically agreed upon between the parties.

VI. ASSIGNMENT OR SUBLEASE

Lessee shall not assign this lease or sublet the leased property without having obtained the prior written consent of Lessor.

VII. LOSS AND DAMAGE

Lessee hereby assumes all risk of loss of and damage to the property leased from any cause. No loss or damage to the property leased shall impair any obligation of the Lessee under this lease, which shall continue in full force and effect. In the event of loss of or damage to the property leased, Lessee at the option of Lessor shall: a). Place the same in good repair; b). Replace the same with like property in good repair and acceptable to Lessor, which property shall thereupon become subject to this lease; or c). Pay Lessor therefore in cash its then current market value. Upon such payment this lease shall terminate with respect to the property so paid for and Lessee shall become entitled to the property as the owner thereof.

VIII. INSPECTION BY LESSOR

At reasonable intervals during Lessee's business hours, Lessor shall have the right to make reasonable inspection of the property to insure compliance by Lessee of the terms of this lease.

IX. RETURN OF LEASE PROPERTY

Upon expiration or earlier termination of this lease, with respect to the leased property, Lessee shall return the same to the Lessor in good repair, ordinary wear and tear resulting from proper use thereof alone excepted.

X. INSURANCE

Lessee, at its own expense, shall maintain the leased property insured for such risk and in such amounts as Lessor shall require with carriers acceptable to Lessor, shall maintain a loss payable endorsement in favor of Lessor affording to Lessor such additional protection as Lessor shall require, and shall maintain liability insurance satisfactory to the Lessor. All such insurance shall name Lessor and Lessee as insured. The policy shall provide that they may not be cancelled or altered without at least thirty (30) days prior written notice to Lessor and the loss payable endorsement shall provide that all amounts payable by reason of loss or damage to the property shall be payable only to Lessor. Lessee shall deliver to Lessor evidence satisfactory to Lessor of all such insurance upon request. If loss or damage occurs under the circumstances in which the lease is not in violation of the terms of any such policies, and if Lessee has fulfilled its obligations under

all other portions of this lease, and is not otherwise in default thereunder, Lessor will pay Lessee so much of any insurance proceeds received by Lessor as a result of such loss as will fully reimburse Lessee for the net expenses incurred in fulfilling its obligations.

XI. WARRANTIES

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF THE PROPERTY OR A DEALER IN SIMILAR PROPERTY AND HAD NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY OR MERCHANTABILITY OF THE LEASED PROPERTY. Lessor will, however, take any steps reasonably necessary within its power to make available to Lessee any manufacturer's or similar warranty applicable to the leased property. Lessor shall not be liable to Lessee for any liability, loss or damage caused or alleged to be caused directly or indirectly by the leased property by any inadequacy thereof or defect therein or by any incident in connection therewith.

XII. INDEMNITY

Lessee shall indemnify Lessor against, and hold Lessor harmless from, all claims, actions, proceedings, costs, damages, and liabilities including attorney fees, arising out of, connected with, or resulting from the leased property, including without limitation the manufacture, selection, delivery, possession, use, operation or return thereof.

XIII. DEFAULT

The occurrence of any of the following events shall, at the option of Lessor terminate this lease and Lessee's right to possession of the property leased:

- a). The non-payment by Lessee of the rental sums due hereunder to be paid by Lessee.
- b). The default by Lessee under any other term, covenant, or condition of this lease which is not cured within ten (10) days after notice thereof from Lessor.
- c). Any affirmative act of insolvency by Lessee, or the filing by Lessee of any petition under any bankruptcy, reorganization, insolvency, or moratorium law or for the relief of, or relating to, debtors or
- d). The filing of any involuntary petition under bankruptcy statute against Lessee or the apportionment of any receiver or trustee to take possession of the property of Lessee, unless such petition or apportionment is set aside or withdrawn or ceases to be in effect within ten (10) days of the date of the filing or appointment.

On the happening of any of the above events, Lessor may without notice to or demand on Lessee, retake possession of the motor vehicle and hold lessor responsible for any damages caused to said vehicle in violation of the terms of this lease.

XIV. OWNERSHIP

The property leased is and shall at all times remain the sole property of the Lessor, and Lessee shall have no right, title, or interest therein except as expressly set forth in this lease.

XV. APPLICABLE LAW

This lease and the construction thereof shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands on this ____ day of November, 2014.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

CITY OF CIRCLEVILLE,
PICKAWAY COUNTY, OHIO

BY: _____
TOM HAMMOND - SAFETY DIRECTOR

DATE: _____

BOX 65

BY: _____
DARRYL WARD - PRESIDENT