

RESOLUTION NO. 2021-46
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING THE VILLAGE OF MAYFIELD
TO ENTER INTO AN EQUIPMENT LOAN AGREEMENT
WITH THE CITY OF RICHMOND HEIGHTS**

WHEREAS, the City of Richmond Heights is in need of an additional snow plow for the winter weather season;

WHEREAS, the Village of Mayfield desires to loan the City of Richmond Heights a snow plow that is otherwise not in use by the Village as new snow plows were recently acquired;

WHEREAS the Council deems it necessary and in the best interest to the health, safety and welfare of all Village residents to enter into an Equipment Loan Agreement with the City of Richmond Heights.

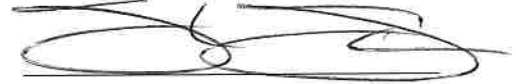
BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest of the Village to enter into an Equipment Loan Agreement with the City of Richmond Heights and authorizes the Mayor and President of Council to execute the Equipment Loan Agreement in the form attached hereto as **Exhibit A**.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary equipment for the winter weather season. It shall,

therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



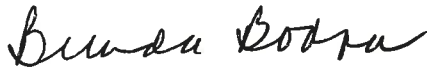
STEPHEN SCHUTT
Council President

First Reading: December 6, 2021

Second Reading: Suspended, 2021

Third Reading: Suspended, 2021

PASSED: December 6, 2021




BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: 

MARY E. BETSA, MMC
Clerk of Council

EQUIPMENT LOAN AGREEMENT

This equipment loan agreement (“Agreement”) is made and entered into on this ____ day of December, 2021, by and between the Village of Mayfield, a chartered political subdivision of the State of Ohio, located in the County of Cuyahoga, State of Ohio with an address of 6622 Wilson Mills Rd., Mayfield Ohio 44143 (“Village”), and the City of Richmond Heights, Ohio, a political subdivision in the County of Cuyahoga, State of Ohio with an address of 26789 Highland Road, Richmond Heights, Ohio 44143 (“City”) (collectively “Parties”), in order to allow the Village to temporarily loan, on a short-term basis, a snow plow to the City, to be utilized for snow and ice removal in the City.

WHEREAS, the Village desires to make a snow plow available to the City to assist the City in continuing to provide snow and ice removal services to its residents, uninterrupted while the City’s trucks are being repaired and/or replaced.

NOW, THEREFORE, the Parties agree, as follows:

1. Equipment. The Village hereby agrees to loan to the City the following: 2009 Freightliner M2-106, VIN No. 1FAVCXBS89DAK0836, valued at \$56,691 (“Truck”).
2. Purpose. The City shall utilize the Truck solely for snow and ice removal.
3. Term. The loan will become effective upon execution of this Agreement and delivery of the Truck to the City and will terminate on May 31, 2022, or earlier if the Truck is returned to the Village prior to May 31, 2022.
4. Payment. The City agrees to pay the Village One Dollar and 00/100 Cents (\$1.00) as reasonable and adequate consideration for the loan of the Truck for the entirety of the loan term.
5. Operation Costs. The City agrees that it will return the Truck to the Village at the end of the loan term in the same condition as it received the Truck, ordinary wear and tear excepted. Prior to delivery of the Truck to the City, the Parties shall perform a joint inspection of the Truck and note any damage or problems then existing and attach the results of the inspection to this Agreement as **Exhibit A**. All service, materials, and repairs in connection with the use and operation of the Truck during the loan term, including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, tubes, parking and towing necessary for the proper use and operation of the Truck, shall be at the City’s sole expense.
6. Insurance. The City shall obtain and maintain insurance covering the Truck and its use by the City during the term of this Agreement. The Village shall be named as an additional insured under the policy and the Village shall be provided a copy of such endorsement.
7. Loan Only. This Agreement is one of loan only and the City shall not acquire any right, title, or interest to the Truck under this Agreement.

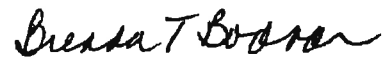
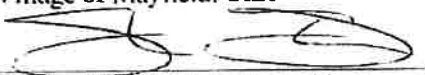
8. Non-Modification. This Agreement can only be modified by the written, mutual agreement of the Parties.
9. Assignment. The City is prohibited from, and agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement, or this Agreement itself.
10. Termination. Either side may terminate this Agreement with 24-hours written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

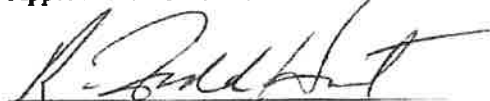
Approved as to Form:


Anthony J. Coyne, Director of Law
Village of Mayfield, Ohio


On behalf of the Village of Mayfield:


Brenda T. Bodnar, Mayor
Village of Mayfield, Ohio

Stephen Schutt, Council President
Village of Mayfield, Ohio

Approved as to Form:


R. Todd Hunt, Director of Law
City of Richmond Heights, Ohio

On behalf of the City of Richmond Heights:


David H. Roche, Mayor
City of Richmond Heights, Ohio