



**William Biddlecombe** Councilmember   **Joe Dike** Councilmember   **Sam Artino** Councilmember   **Monty Tapp** Mayor   **Mark Claus** Vice-Mayor   **Matt Grieves** Councilmember   **Joel Hagy** Councilmember

**CITY COUNCIL — REGULAR COUNCIL MEETING**

Tuesday, March 14, 2023 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

**LIVESTREAM MEETING INFORMATION** *This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link:*

<https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>

**I. Call To Order**

Moment of Silence followed by the Pledge of Allegiance to the Flag

**II. Roll Call of City Council**

**III. Approval of Minutes**

**III.a** Minutes of the February 14, 2023 regular Council meeting.

**III.b** Minutes of the February 28, 2023 regular Council meeting.

**IV. Audience Comments**

Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

**V. Old Business**

**VI. New Business**

**VI.a** Resolution No. 18-2022 (*submitted by Chief Terry Graham*)

A resolution authorizing a lease agreement with Statewide Emergency Products, LLC dba Statewide Municipal Leasing for the lease-purchase of two (2) new police cruisers for the Huron Police Department.

**VI.b** Resolution No. 19-2023 (*submitted by Matt Lasko*)

A resolution expressing intent to sell personal property deemed to be no longer needed for public use or found obsolete for the use for which it was acquired by internet auction utilizing GovDeals, Inc.

**VI.c** Resolution No. 20-2023 (*submitted by Captain Mike Hohler*)

A resolution authorizing the purchase of a Bauer Open Vertical Compressor/Purifier for the Huron Fire Department.

**VI.d** Motion

Motion to allow the City Manager and/or the Service Director to negotiate and enter into an electric aggregation agreement at a rate not to exceed \$.07 per KWH.

**VI.e** Resolution No. 21-2023 (*submitted by Stuart Hamilton*)

A resolution authorizing a FY24 Marcy Kaptur Energy & Water Community Project Funding Appropriations Request relating to the Huron River Raw Water Intake & Sludge Lagoon Sewer Project.

**VI.f** Resolution No. 22-2023 (*submitted by Chief Terry Graham*)

A resolution authorizing an agreement with Axon for the purchase of body-worn cameras for the Huron Police Department.

**VI.g** Resolution No. 23-2023 (*submitted by Chief Terry Graham*)

A resolution authorizing an agreement with Axon for the purchase of nineteen 19 Taser 7 Certification Bundles for the Huron Police Department.

**VI.h** Resolution No. 24-2023 (*submitted by Stuart Hamilton*)

A resolution authorizing a lease agreement with Raymond E. Enderle for 41.69 acres real property located on River Road in Huron, Ohio (PPN's 42-01718.0.00, 42-01722.000 & 42-01721.000)

**VII. City Manager's Discussion**

**VIII. Mayor's Discussion**

**IX. For the Good of the Order**

**X. Executive Session(s)**

**X.a** Executive session to confer with legal counsel regarding pending litigation.

**X.b** Executive Session to consider the purchase of property for public purposes.

**XI. Adjournment**



**TO:** Mayor Tapp and City Council  
**FROM:** Terry Graham  
**RE:** Resolution No. 18-2022 (*submitted by Chief Terry Graham*)  
**DATE:** March 14, 2023

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### **Subject Matter/Background**

As submitted by Police Chief Terry Graham:

In the 2023 City of Huron Budget, the Police Department was appropriated funds to Lease/Purchase two (2) new police cruisers. I have secured a Lease Agreement quote with state pricing from Statewide Municipal Leasing. The Lease Agreement Quote includes a three (3) year payment plan after which, the City of Huron will take ownership of the two (2) cruisers. I am requesting that Council approve the Quote and Lease/Purchase Agreement. The Quote and Lease/Purchase payment plans are attached. These new cruisers will replace one cruiser with high mileage and high annual maintenance costs and one cruiser will be retained to be issued to the new hire officer. This purchase will be for two (2) Ford Interceptor SUV's providing the department with additional All Wheel Drive vehicles which can be used in winter weather conditions. This Lease/purchase continues the cruiser replacement program started in 2012. I am asking for council's approval of this Lease Purchase Agreement.

### **Financial Review**

The lease/purchase of 2 new police cruisers was included in the 2023 budget and will be paid out of the Capital Equipment Fund (Fund 403). The Chief utilized the City's option to use State pricing on the purchase so competitive bidding was not necessary, and utilizing this vendor maintains consistency in the Police Department's fleet.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 18-2023 is in order.

[Resolution No. 18-2023 Police Cruisers Lease Agreement \(1\).docx](#)  
[Resolution No. 18-2022 Exhibit A SML Lease 2 Police Cruisers.docx](#)

RESOLUTION NO. 18-2023  
Introduced by Monty Tapp

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE HURON POLICE DEPARTMENT, TO ENTER INTO A THREE (3)-YEAR AGREEMENT WITH STATEWIDE EMERGENCY PRODUCTS, LLC DBA STATEWIDE MUNICIPAL LEASING FOR THE LEASE-PURCHASE OF TWO (2) POLICE CRUISERS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED EIGHTY-TWO AND 00/100 DOLLARS (\$118,682.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager, on behalf of the Huron Police Department, to enter into a three-years lease-purchase agreement with Statewide Emergency Products, LLC dba Statewide Municipal Leasing for the purchase of two (2) new police cruisers, specifically, two (2) Ford Interceptor SUV's, as further described in Exhibit "A" attached hereto, in an amount to exceed One Hundred Eighteen Thousand Six Hundred Eighty-Two and 00/100 Dollars (\$118,682.00).

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_

Statewide Municipal Leasing  
 1108 West main Street  
 Van Wert Ohio 45891

Huron City of

Compound Period: Annual

#### CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	03/02/2023	118,682.00	1		
2	Lease Payment	03/02/2023	43,569.33	3	Annual	03/02/2025
3	Residual	03/02/2025	1.00	1		

#### AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	03/02/2023					118,682.00
1	03/02/2023	43,569.33		0.00	43,569.33	75,112.67
2023 Totals		43,569.33	0.00	0.00	43,569.33	
2	03/02/2024	43,569.33		7,886.83	35,682.50	39,430.17
2024 Totals		43,569.33	0.00	7,886.83	35,682.50	
3	03/02/2025	43,569.33		4,140.17	39,429.16	1.01

1st Payment Due at Delivery

We charge no documentation or set up fee

Financing is subject to:

- 1) Municipality's most recent audited financial statement
- 2) Mutually acceptable documentation

Statewide Municipal Leasing  
 1108 West main Street  
 Van Wert Ohio 45891

Residual	03/02/2025		1.00	0.01-	1.01	0.00
2025 Totals		43,569.33	1.00	4,140.16	39,430.17	
Grand Totals		130,707.99	1.00	12,026.99	118,682.00	

1st Payment Due at Delivery  
 We charge no documentation or set up fee  
 Financing is subject to:  
 1) Municipality's most recent audited financial statement  
 2) Mutually acceptable documentation

Statewide Municipal Leasing  
1108 West main Street  
Van Wert Ohio 45891

Last interest amount decreased by 0.01 due to rounding.

1st Payment Due at Delivery  
We charge no documentation or set up fee  
Financing is subject to:  
1) Municipality's most recent audited financial statement  
2) Mutually acceptable documentation



**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 19-2023 (*submitted by Matt Lasko*)  
**DATE:** March 14, 2023

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### **Subject Matter/Background**

This resolution authorizes an acknowledgment of a renewal with GovDeals, Inc. as the City's internet auction provider used to dispose of items no longer deemed necessary for use by the City. This resolution simply identifies the internet auction contractor to be utilized when the City wishes to dispose of property via internet auction; the City can dispose of property by other means as desired.

### **Financial Review**

The matter has been reviewed; there is no financial impact associated with the City's agreement with GovDeals, Inc., as all costs/fees are deducted from the final sale price of the items sold.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 19-2023 is in order.

[Resolution No. 19-2023 GovDeals.docx](#)



RESOLUTION NO. 19-2023  
Introduced by Matt Grieves

AN ANNUAL RESOLUTION EXPRESSING COUNCIL'S INTENT TO SELL PERSONAL PROPERTY DEEMED TO BE NO LONGER NEEDED FOR PUBLIC USE OR FOUND OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION UTILIZING GOVDEALS, INC.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That Sections 5.05 and 5.06 of the Huron City Charter establish the authority of the City Council to enter into contracts for the purchase of all supplies, printing, materials, equipment and contractual services required by any agency of the City; and that Chapter 159 of the Huron Codified Ordinances establishes the Division of Purchasing.

SECTION 2: That pursuant to O.R.C. §721.15 Council hereby demonstrates its intent to utilize internet auction for the disposal of personal property no longer needed for public use, or deemed obsolete or unfit for the purpose for which it was acquired in the manner established by the agreement with GovDeals, Inc., adopted May 18, 2010 by Resolution 2010-33 and which automatically renews annually.

SECTION 3: That the City Council, pursuant to O.R.C. §721.15(C) not only intends to annually adopt the intent to sell such personal property, but also will publish in a newspaper of general circulation in the City, subsequent to the adoption of this resolution, a summary notice of this Resolution for two (2) weeks, the second notice to be published not less than ten (1) nor more than 20 (20) days after the first notice. Further, the City will post a notice in the offices of the Clerk of the Council and the City of Huron website continually throughout the year.

SECTION 4: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 5: This Resolution shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_



**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 20-2023 (*submitted by Captain Mike Hohler*)  
**DATE:** March 14, 2023

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### **Subject Matter/Background**

As submitted by Capital Mike Hohler:

For the past four years, the Fire Department has sought federal grant funds to replace our 30-year-old breathing air compressor that is used to refill our SCBA and SCUBA bottles. Despite our efforts, we ultimately were unsuccessful in securing grant funding for this project. In 2022, 23 had numerous mechanical failures with our existing system so the decision was made to forego grant opportunities and fund the project within our budget. We are seeking to replace both our compressor and cascade system through this project, which will make us compliant with the current NFPA standard (NFPA 1989). We have solicited three bids for this project, which are attached hereto as Exhibit 1. I am recommending that we purchase the entire system from Breathing Air Systems of Reynoldsburg, OH with a bid of \$57,940. This cost is a turn-key package that will allow us to experience minimal downtime while the systems are switched out. Our budgeted amount was \$60,000, so the quote comes in under budget. There is no trade-in or sale price of the old system associated with this cost. At this time, it is doubtful there will be any value in the old system; however, we will continue to explore options.

The other two bids received were from Atlantic Emergency Solution (\$51,612) and Fire Safety Services Inc (\$59,597.35). The system quoted by Atlantic will not fit in the room designated for the compressor despite us informing them of our available square feet. The system quoted by Fire Safety Services, Inc. was eliminated due to cost. Their bid was for the exact same system we are recommending purchasing from Breathing Air Systems with a \$1,657.35 markup.

This purchase is a cooperative purchase with Huron Township, and was discussed in 2022 while building the 2023 budget. Each entity is responsible for 50% of the total cost as outlines in the agreement.

### **Financial Review**

The 2023 budget includes the purchase of a new air compressor. The Capital Equipment Fund (Fund 403) will account for the purchase of the air compressor and receipt of the Township's portion of the expense.

### **Legal Review**

The matter has been reviewed, follows norm

### **Recommendation**

If Council is in agreement with this request, a motion adopting Resolution No. 20-2023 is in order.

[Resolution No. 20-2023 Exhibit 1 HFD Compressor Purchase.pdf](#)

[Resolution No. 20-2023 Fire Department Compressor \(3\).docx](#)

[Resolution No. 20-2023 Exhibit A HFD Compressor Purchase.pdf](#)



JOHN KUHL-SALES REP  
440-662-2128

[jkuhl@atlanticemergency.com](mailto:jkuhl@atlanticemergency.com)  
Amherst, Ohio 44001

12351 Randolph Ridge Lane, Manassas, VA 20109

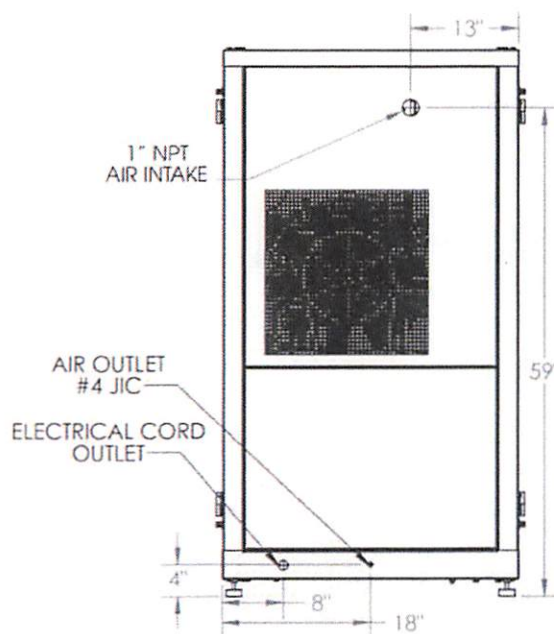
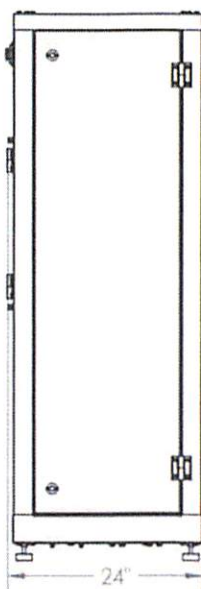
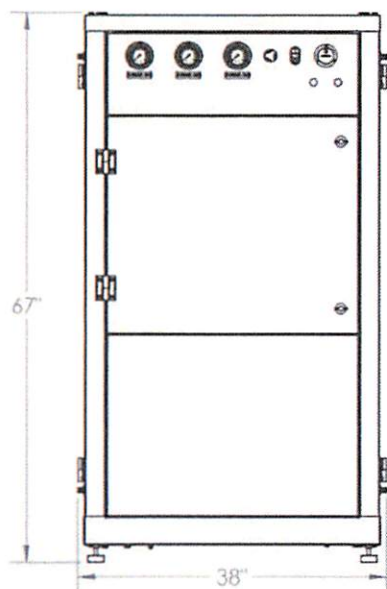
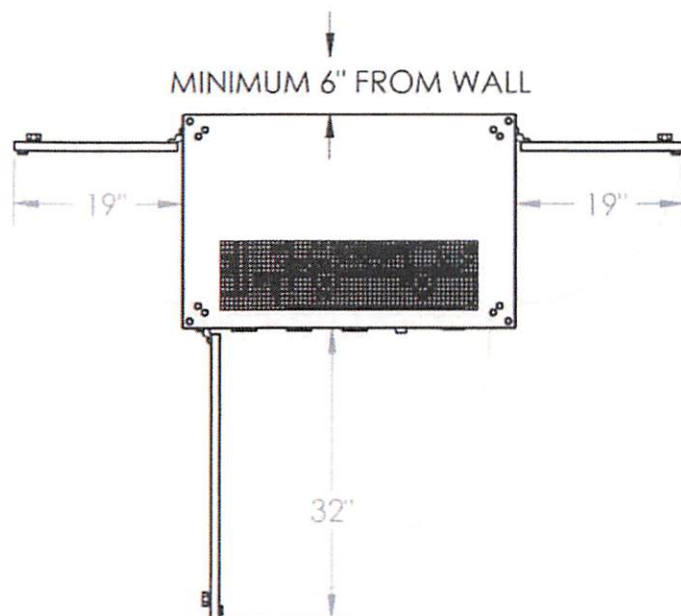
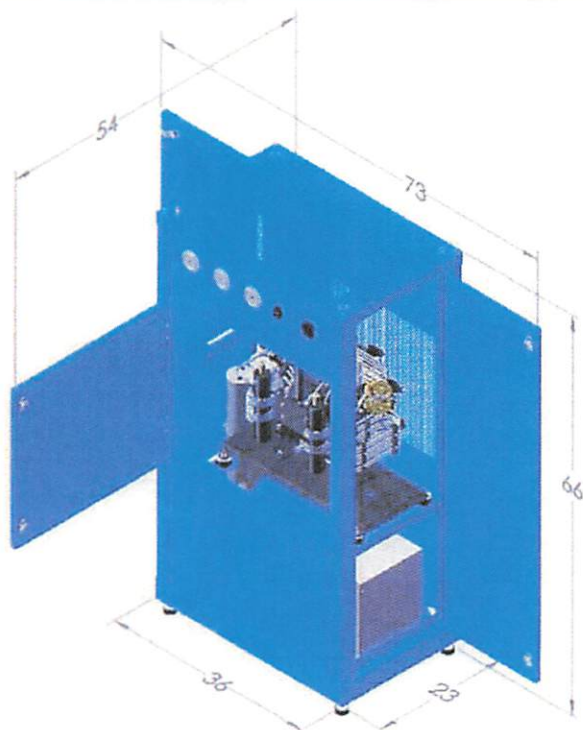
Quote for: HURON FIRE DEPT.  
417 MAIN STREET  
HURON, OH 44839  
LT BILL EVERT

10-Feb-23

**GOOD THRU 3/31/23**

Quant	Unit	Description	Unit Price	Amount
		<b>ARCTIC AIR COMPRESSOR SYSTEM</b>		
1		E4-10A6E1 W/ CO MONITOR 4 STAGE, 6000PS, 10HP, 14CFM SINGLE PHASE ELECTRIC MOTOR, SOUND SUPPRESSING CABNET INCLUDES FILTER SYSTEM TO PROCESS 24,000 CU FT MAGNETIC STARTER, AUTO DRAIN, GAUGE PANEL HIGH PRESSURE SWITCH & ELECTRONIC CO MONITOR	\$49,500.00	49500.00
1		LOW OIL LEVEL SWITCH		
1		HIGH TEMP SWITCH		
1		DBL FILL STATION W/ CONTROLS 5500 PSI		
4		6000 PSI UN STORAGE CYLINDERS		
4		CGA - 702 N&N W/JIC ELBOW		
1		CYLINDER RACK		
4		HOSE 72" (6FT) 7000PSI W/ENDS		
1		INSTALLATION, SETUP & TRAINING	\$2,112.00	2112.00
		FREIGHT INCLUDED		
		THANK YOU FOR THE QUOTE ! PLEASE CALL WITH ANY QUESTIONS OR CONCERNS !. JOHN KUHL 440-662-2128		
	*			
		<b>Total</b>		<b>\$51,612.00</b>

# TECHNICAL INFORMATION



All Arctic Compressors include an 8ft electrical cord and plug. See table for required receptacle size.

	Single Phase 208/240V	Three Phase 208/240V	Three Phase 480V
5 HP	NEMA 6-30	NEMA L15-20	NEMA L16-20
7.5 HP	NEMA 6-50	NEMA L15-30	NEMA L16-20
10 HP	NEMA 6-50	NEMA L15-30	NEMA L16-20



Arctic Compressor, LLC  
 431 Tower Avenue, Superior WI 54880  
 [715] 718-3065  
 info@arcticcompressor.com  
[www.ArcticCompressor.com](http://www.ArcticCompressor.com)



MADE IN THE USA





8855 E BROAD ST  
REYNOLDSBURG, OH 43068

## SALES & SERVICE CENTERS

**SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM**

**OHIO - CORP HQ**  
614.864.1235  
**INDIANA/KENTUCKY**  
614.986.1025

**NORTH CAROLINA**  
336.674.0749  
**PENNSYLVANIA**  
412.564.5756

**FLORIDA**  
352.629.7712  
**MICHIGAN**  
517.786.4060

**TENNESSEE**  
423.634.3184  
**ILLINOIS**  
217.768.4408



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210 LABRADOR DR.  
RANDELMAN, NC 27317

**WWW.BREATHINGAIR.COM**

**THE NATION'S LARGEST DISTRIBUTORS OF**



## Quote

Page 1 of 3

**Date** 02/06/2023  
**Quote #** QUO-OH8752  
**Customer ID** 110156

**Expires** 04/07/2023  
**Terms** Net 30  
**Shipping Method** LTL Motor Freight  
**FOB**  
**Est Delivery Time**

Breathing Air Systems  
8855 E Broad Street  
Reynoldsburg OH 43068  
United States

**Requested By:** Bill Evert  
**Title:** LT  
**Email:** wevert@live.com  
**Phone:** (419) 433-3544

**Bill To**  
HURON FIRE DEPT.  
417 MAIN ST.  
HURON OH 44839  
United States

**Ship To**  
Bill Evert  
HURON FIRE DEPT.  
413 MAIN ST.  
HURON OH 44839  
United States

Sales Rep: Patrick Linn  
Sales Rep Email: plinn@breathingair.com  
Sales Rep Phone: (614) 986-1015

A 3% CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

**NOTE:** Our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.

Item	Quantity	Description	Rate	Amount	Tax Rate
LEGACY-13-E1	1	<p>Bauer Open Vertical Compressor/Purifier configured for 13.0 scfm, 6000 psig, 10 HP, 4-stage compressor, single phase motor and 67,000 scf capacity purifier, integrated purification system that meets NFPA 1989 requirements for firefighting and CGA Grade E air for SCUBA, purifier includes steel mechanical separator chamber, as well as purifier safety vent port to prevent operating system w/o cartridge. Standard with Bauer long-life, well-cooled, oil-pressure lubricated compressor block with stainless steel intercoolers, high-temperature &amp; low oil pressure shutdowns. Mounted pressure gauges for oil, final stage and purifier. Includes PLC, lighted on/off switch, hour meter, emergency stop button, safety over-time timer, motor controls/protection and UL-rated electrics.</p> <p>AUTO CONDENSATE DRAIN SYSTEM -Timed automatic drain, includes silencer and collection reservoir and user display indicator if "full".</p> <p>MTD INTERSTAGE PRESSURE GAUGES</p>	26,145.00	26,145.00	



8855 E BROAD ST  
REYNOLDSBURG, OH 43068

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WWW.BREATHINGAIR.COM

THE NATION'S LARGEST DISTRIBUTORS OF **BAUER COMPRESSORS**

## Quote

Page 2 of 3

**Date** 02/06/2023  
**Quote #** QUO-OH8752  
**Customer ID** 110156

Breathing Air Systems  
8855 E Broad Street  
Reynoldsburg OH 43068  
United States

Item	Quantity	Description	Rate	Amount	Tax Rate
		SECURUS PURIFIER MONITOR SYSTEM - Built-in, continuous monitor for purification cartridges. - Includes user display indicators for "safe", "high moisture", "cartridges expired" and "contact fault". - Automatic system shutdown for faults; fail-safe (can not be over-ridden); no warm up required. - Can extend the purifier cartridge's useable life.			
BAS-4021CO-24v	1	CO MONITOR 24V FOR LEGACY	3,075.00	3,075.00	
CFS5.5-2SX4X4	1	Fill Station - BAUER- Class 2. Independently tested containment fill station meets NFPA 1901. Fills two SCBA cylinders and has four cascade controls with valves and gauges. Features cylinder scuff guard - fill control panel with adjustable regulator - SCBA fill connection - top mounted cascade control panel with regulated remote outlet - Two fill hoses with bleed valves and safety door interlock. 5500 psi fill pressure.	16,042.00	16,042.00	
CS6	4	Cascade System, 6000 psi, Cylinder includes CGA connection, Elbow, Mounting Rail, Clamp and 8 Ft. Hose	2,196.00	8,784.00	
START-UP KIT	1	START-UP KIT FOR EQUIPMENT INSTALLATION	300.00	300.00	
Labor	18	Service Labor- per hour	135.00	2,430.00	
SLP-HP-WITH START-UP	1	Single High Pressure Air Test Kit to be taken at time of start-up by Breathing Air Service Technician.	105.00	105.00	





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REYNOLDSBURG, OH 43068

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a Subsidiary of Breathing Air Systems

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**THE NATION'S LARGEST DISTRIBUTORS OF BAUER COMPRESSORS**

## Quote

Page 3 of 3

Breathing Air Systems  
8855 E Broad Street  
Reynoldsburg OH 43068  
United States

**Date** 02/06/2023  
**Quote #** QUO-OH8752  
**Customer ID** 110156

Item	Quantity	Description	Rate	Amount	Tax Rate

**Subtotal** 56,881.00  
**Shipping Cost (LTL Motor Freight)** 1,059.00  
**Total** \$57,940.00

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00.

Quote Approved By: \_\_\_\_\_ (Print Name)

Approved By Signature: \_\_\_\_\_

Approved Date: \_\_\_\_\_





6228 Road 95  
Huntsville, Ohio 43324  
Phone: 937-686-2000 Fax: 937-686-6425  
Cell: 440-476-0229  
Email: jniswander@fssohio.com

Date 02/09/2023  
Quote # QUO-OH8829  
Customer ID 110112  
Expires 04/10/2023  
Terms Net 30  
Shipping Method LTL Motor Freight  
FOB  
Est Delivery Time



8655 E BROAD ST  
REYNOLDSBURG, OH 43068

Item	Quantity	Description	Rate	Amount	Tax Rate
LEGACY-13-E1	1	<p>Bauer Open Vertical Compressor/Purifier configured for 13.0 scfm, 6000 psig, 10 HP, 4-stage compressor, single phase motor and 67,000 scf capacity purifier, integrated purification system that meets NFPA 1989 requirements for firefighting and CGA Grade E air for SCUBA, purifier includes steel mechanical separator chamber, as well as purifier safety vent port to prevent operating system w/o cartridge. Standard with Bauer long-life, well-cooled, oil-pressure lubricated compressor block with stainless steel intercoolers, high-temperature &amp; low oil pressure shutdowns. Mounted pressure gauges for oil, final stage and purifier. Includes PLC , lighted on/off switch, hour meter, emergency stop button, safety over-time timer, motor controls/protection and UL-rated electrics.</p> <p>AUTO CONDENSATE DRAIN SYSTEM -Timed automatic drain, includes silencer and collection reservoir and user display indicator if "full".</p> <p>MTD INTERSTAGE PRESSURE GAUGES</p>	26,954.29	26,954.29	



Item	Quantity	Description	Rate	Amount	Tax Rate
		SECURUS PURIFIER MONITOR SYSTEM - Built-in, continuous monitor for purification cartridges. - Includes user display indicators for "safe", "high moisture", "cartridges expired" and "contact fault". - Automatic system shutdown for faults; fail-safe (can not be over-ridden); no warm up required. - Can extend the purifier cartridge's useable life.			
BAS-4021CO-24v	1	CO MONITOR 24V FOR LEGACY	3,168.82	3,168.82	
CFS5.5-2SX4X4	1	Fill Station - BAUER- Class 2. Independently tested containment fill station meets NFPA 1901. Fills two SCBA cylinders and has four cascade controls with valves and gauges. Features cylinder scuff guard - fill control panel with adjustable regulator - SCBA fill connection - top mounted cascade control panel with regulated remote outlet - Two fill hoses with bleed valves and safety door interlock. 5500 psi fill pressure.	16,538.00	16,538.00	
CS6	4	Cascade System, 6000 psi, Cylinder includes CGA connection, Elbow, Mounting Rail, Clamp and 8 Ft. Hose	2,264.06	9,056.24	
Labor	20	Service Labor- per hour	135.00	2,700.00	
SLP-HP-WITH START-UP	1	Single High Pressure Air Test Kit to be taken at time of start-up by Breathing Air Service Technician.	105.00	105.00	

Item	Quantity	Description	Rate	Amount	Tax Rate

	Subtotal	58,522.35
	Shipping Cost (LTL Motor Freight)	1,075.00
	Total	\$59,597.35

**PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).**

**ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.**

**SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.**

**NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00.**

**Quote Approved By: \_\_\_\_\_ (Print Name)**

**Approved By Signature: \_\_\_\_\_**

**Approved Date: \_\_\_\_\_**

**Sales Rep: Patrick Linn Sales Rep Email: [plinn@breathingair.com](mailto:plinn@breathingair.com) Sales Rep Phone: (614) 986-1015**

**A 3% CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE. NOTE: Our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.**

RESOLUTION NO. 20-2023  
Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BREATHING AIR SYSTEMS FOR THE PURCHASE OF A BAUER OPEN VERTICAL COMPRESSOR/PURIFIER AND CASCADE SYSTEM FOR THE HURON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED FIFTY-SEVEN THOUSAND NINE HUNDRED FORTY AND 00/100 (\$57,940.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager is authorized and directed to enter into an agreement with Breathing Air Systems for the purchase of a Bauer Open Vertical Compressor/Purifier and cascade system for the Huron Fire Department in an amount not to exceed Fifty-Seven Thousand Nine Hundred Forty and 00/100 Dollars (\$57,940.00); a copy of the agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_



8855 E BROAD ST  
REYNOLDSBURG, OH 43068

## SALES & SERVICE CENTERS

[SALES@BREATHINGAIR.COM](mailto:SALES@BREATHINGAIR.COM) | [SERVICE@BREATHINGAIR.COM](mailto:SERVICE@BREATHINGAIR.COM)

**OHIO - CORP HQ**  
614.864.1235

**INDIANA/KENTUCKY**  
614.986.1025

**NORTH CAROLINA**  
336.674.0749

**PENNSYLVANIA**  
412.564.5756

**FLORIDA**  
352.629.7712

**MICHIGAN**  
517.786.4060

**TENNESSEE**  
423.634.3184

**ILLINOIS**  
217.768.4408



a Subsidiary of Breathing Air Systems

210 LABRADOR DR.  
RANDELMAN, NC 27317

[WWW.BREATHINGAIR.COM](http://WWW.BREATHINGAIR.COM)

THE NATION'S LARGEST DISTRIBUTORS OF



## Quote

Page 1 of 3

Breathing Air Systems  
8855 E Broad Street  
Reynoldsburg OH 43068  
United States

Requested By: Bill Evert  
Title: LT  
Email: [wevert@live.com](mailto:wevert@live.com)  
Phone: (419) 433-3544

Date 02/06/2023  
Quote # QUO-OH8752  
Customer ID 110156

Expires 04/07/2023  
Terms Net 30  
Shipping Method LTL Motor Freight  
FOB  
Est Delivery Time

Bill To  
HURON FIRE DEPT.  
417 MAIN ST.  
HURON OH 44839  
United States

Ship To  
Bill Evert  
HURON FIRE DEPT.  
413 MAIN ST.  
HURON OH 44839  
United States

Sales Rep: Patrick Linn  
Sales Rep Email: [plinn@breathingair.com](mailto:plinn@breathingair.com)  
Sales Rep Phone: (614) 986-1015

A 3% CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

NOTE: Our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.

Item	Quantity	Description	Rate	Amount	Tax Rate
LEGACY-13-E1	1	<p>Bauer Open Vertical Compressor/Purifier configured for 13.0 scfm, 6000 psig, 10 HP, 4-stage compressor, single phase motor and 67,000 scf capacity purifier, integrated purification system that meets NFPA 1989 requirements for firefighting and CGA Grade E air for SCUBA, purifier includes steel mechanical separator chamber, as well as purifier safety vent port to prevent operating system w/o cartridge. Standard with Bauer long-life, well-cooled, oil-pressure lubricated compressor block with stainless steel intercoolers, high-temperature &amp; low oil pressure shutdowns. Mounted pressure gauges for oil, final stage and purifier. Includes PLC, lighted on/off switch, hour meter, emergency stop button, safety over-time timer, motor controls/protection and UL-rated electrics.</p> <p>AUTO CONDENSATE DRAIN SYSTEM -Timed automatic drain, includes silencer and collection reservoir and user display indicator if "full".</p> <p>MTD INTERSTAGE PRESSURE GAUGES</p>	26,145.00	26,145.00	





8855 E BROAD ST  
REYNOLDSBURG, OH 43068

**SALES & SERVICE CENTERS**  
**SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM**

**OHIO - CORP HQ**  
614.864.1235  
**INDIANA/KENTUCKY**  
614.986.1025

**NORTH CAROLINA**  
336.674.0749  
**PENNSYLVANIA**  
412.564.5756

**FLORIDA**  
352.629.7712  
**MICHIGAN**  
517.786.4060

**TENNESSEE**  
423.634.3184  
**ILLINOIS**  
217.768.4408



a Subsidiary of Breathing Air Systems

210 LABRADOR DR.  
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM

THE NATION'S LARGEST DISTRIBUTORS OF **BAUER COMPRESSORS**

## Quote

Page 2 of 3

**Date** 02/06/2023  
**Quote #** QUO-OH8752  
**Customer ID** 110156

Breathing Air Systems  
8855 E Broad Street  
Reynoldsburg OH 43068  
United States

Item	Quantity	Description	Rate	Amount	Tax Rate
		SECURUS PURIFIER MONITOR SYSTEM - Built-in, continuous monitor for purification cartridges. - Includes user display indicators for "safe", "high moisture", "cartridges expired" and "contact fault". - Automatic system shutdown for faults; fail-safe (can not be over-ridden); no warm up required. - Can extend the purifier cartridge's useable life.			
BAS-4021CO-24v	1	CO MONITOR 24V FOR LEGACY	3,075.00	3,075.00	
CFS5.5-2SX4X4	1	Fill Station - BAUER- Class 2. Independently tested containment fill station meets NFPA 1901. Fills two SCBA cylinders and has four cascade controls with valves and gauges. Features cylinder scuff guard - fill control panel with adjustable regulator - SCBA fill connection - top mounted cascade control panel with regulated remote outlet - Two fill hoses with bleed valves and safety door interlock. 5500 psi fill pressure.	16,042.00	16,042.00	
CS6	4	Cascade System, 6000 psi, Cylinder includes CGA connection, Elbow, Mounting Rail, Clamp and 8 Ft. Hose	2,196.00	8,784.00	
START-UP KIT	1	START-UP KIT FOR EQUIPMENT INSTALLATION	300.00	300.00	
Labor	18	Service Labor- per hour	135.00	2,430.00	
SLP-HP-WITH START-UP	1	Single High Pressure Air Test Kit to be taken at time of start-up by Breathing Air Service Technician.	105.00	105.00	



8855 E BROAD ST  
REYNOLDSBURG, OH 43068

**SALES & SERVICE CENTERS**  
**SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM**

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614.864.1235  
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**TENNESSEE**  
423.634.3184  
**ILLINOIS**  
217.768.4408



a Subsidiary of Breathing Air Systems

210 LABRADOR DR.  
RANDELMAN, NC 27317

**WWW.BREATHINGAIR.COM**

**THE NATION'S LARGEST DISTRIBUTORS OF BAUER COMPRESSORS**

## Quote

Page 3 of 3

Breathing Air Systems  
8855 E Broad Street  
Reynoldsburg OH 43068  
United States

**Date** 02/06/2023  
**Quote #** QUO-OH8752  
**Customer ID** 110156

Item	Quantity	Description	Rate	Amount	Tax Rate

**Subtotal** 56,881.00  
**Shipping Cost (LTL Motor Freight)** 1,059.00  
**Total** \$57,940.00

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00.

Quote Approved By: \_\_\_\_\_ (Print Name)

Approved By Signature: \_\_\_\_\_

Approved Date: \_\_\_\_\_





**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 21-2023 (*submitted by Stuart Hamilton*)  
**DATE:** March 14, 2023

---

### **Subject Matter/Background**

This is a grant opportunity through Congresswoman Kaptur's FY2024 Appropriation Request and funded by EPA STAG (State and Tribal Grants) is a request for between \$1.5M and \$2M toward Huron River Raw Water Intake & Sludge Lagoon Sewer Project.

### **Financial Review**

Budgetary impacts of this project will be assessed in more detail if awarded. The Water Utility will account for this project and be responsible for any local portion of the project, if necessary.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 21-2023 is in order.

[Resolution No. 21-2023 Kaptur Energy & Water Grant Alt Intake.docx](#)

[Resolution No. 21-2023 Exh A Kaptur Energy & Water Grant Alt Intake.pdf](#)

RESOLUTION NO. 21-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING A FY24 MARCY KAPTUR – ENERGY & WATER COMMUNITY PROJECT FUNDING APPROPRIATIONS REQUEST IN THE AMOUNT OF TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) RELATING TO THE HURON RIVER ALTERNATE RAW WATER INTAKE & SLUDGE LAGOON SEWER PROJECT; AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT THE FUNDING AWARD IN AN AMOUNT NOT TO EXCEED TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) AND ENTER INTO AN AGREEMENT WITH THE MARCY KAPTUR – ENERGY & WATER COMMUNITY PROJECT FUNDING PROGRAM, SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, The City of Huron desires to utilize funding opportunities available through the Marcy Kaptur FY24 – Energy & Water Community Project Funding program to obtain potential funding to be used for its Huron River Alternate Raw Water Intake & Sludge Lagoon Sewer Project (the “Project”);

WHEREAS, the City will submit an appropriations request in the maximum allowed amount of Two Million Dollars (\$2,000,000.00) to help fund the Project;

WHEREAS, the City staff believes making application for these grant funds is proper and beneficial to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is hereby authorized to submit a FY24 Marcy Kaptur – Energy & Water Community Project Funding Appropriations Request for potential funding to be used for the Huron River Alternate Raw Water Intake & Sludge Lagoon Sewer Project in the amount of Two Million Dollars (\$2,000,000.00).

SECTION 2. That if project funds are awarded, authorization is given to the City Manager to execute any necessary contract with the Marcy Kaptur - Energy & Water Community Project Funding program to be eligible for funding under the program, and to accept the funding award of up to Two Million Dollars (\$2,000,000.00).

SECTION 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.



SECTION 4: This Resolution shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_

# Congresswoman Marcy Kaptur - FY24 Energy & Water Community Project Funding Request Form

**Please read all information before providing all requested information. The deadline for submission is Friday, March 17, 2023.**

## **General Eligibility.**

This year, the Subcommittee on Energy and Water Development and Related Agencies will only consider a Community Project Funding request if the request funds–

(1) a previously authorized study or project of the **Corps of Engineers**;

OR

(2) a previously authorized study or project of the **Bureau of Reclamation** that is **not solely** authorized under section 4007, 4009(a), or 4009(c) of the Water Infrastructure Improvements for the Nation (WIIN) Act of 2016 (Public Law 114–322).

**\*\*Note** that a Community Project Funding request is only necessary to request an increment of funding or scope for a study or project that is above and beyond the funding and scope for the study or project included in the President's fiscal year 2024 budget request. A request that supports the level and scope of a study or project included in the President's budget is considered a program request. Note as well that any amount requested should be limited to the **federal share** of the total cost of the fiscal year 2024 study or project costs, if the the study or project requires a local match.

## **Corps of Engineers CPF Guidance**

A Community Project Funding request for a study or project of the Corps of Engineers must specify one of the following accounts:

- (a) Investigations.
- (b) Construction.
- (c) Mississippi River and Tributaries.
- (d) Operation and Maintenance.



Request edit access



A Community Project Funding request for the Corps of Engineers must specify whether the study or project is a new start. Generally, a study or project is a new start if it

has not received funding in a prior fiscal year. Contact your local Corps of Engineers District Office if you are unsure whether your study or project is a new start.

A Community Project Funding request for the Corps of Engineers must identify the statutory authority for the study or project. A specific citation to a section of the U.S. Code or a section of a specific Public Law is required. Generally, the authorization will either be specific to the study or project or the study or project will be authorized under one of the Corps' Continuing Authority Programs. Contact your local Corps of Engineers District Office to confirm that you are citing the correct authority for your study or project and that the scope of your request is within the existing authorization.

A Community Project Funding request for a study or project that will be carried out by the Corps of Engineers rather than by a grantee must identify the Corps' fiscal year 2024 capability for the study or project. The fiscal year 2024 capability is the maximum amount that you can request for your study or project. Contact your local Corps of Engineers District Office to identify the fiscal year 2024 capability for your study or project.

A Community Project Funding request for the Corps of Engineers must be supported by a description of the project's merit and value to the taxpayer, and by evidence of community support.

#### **Bureau of Reclamation CPF Guidance**

A Community Project Funding request for a study or project of the Bureau of Reclamation must specify the Water and Related Resources account.

A Community Project Funding request for the Bureau of Reclamation must identify the statutory authority for the study or project. A specific citation to a section of the U.S. Code or a section of a specific Public Law is required. As stated under "General Eligibility", the study or project is not eligible if it is solely authorized under section 4007, 4009(a), or 4009(c) of the Water Infrastructure Improvements for the Nation (WIIN) Act of 2016 (Public Law 114-322). Contact the Bureau of Reclamation office responsible for your study or project to confirm that you are citing the correct authority for your study or project and that the scope of your request is within the existing authorization.

A Community Project Funding request for a study or project that will be carried out by the Bureau of Reclamation rather than by a grantee must identify the Bureau's fiscal year 2024 capability for the study or project. The fiscal year 2024 capability is the maximum amount that you can request for your study or project. Contact the Bureau of Reclamation office responsible for your study or project to identify the fiscal year 2024 capability for your study or project.

A Community Project Funding request for the Bureau of Reclamation must be supported by a description of the project's merit and value to the taxpayer, and by evidence of community support.



**fridrichlarry59@gmail.com** Switch account



The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response.

\* Required

Requesting Organization: \*

Your answer

Point of contact name: \*

Your answer

Point of contact email address: \*

Your answer

Point of contact phone: \*

Your answer

Please provide a link to the website of the requesting organization. \*

Your answer



Request edit access

Is the requesting organization the non-federal sponsor for the study or project? If \*  
the study or project does not require a non-federal sponsor, please select "N/A".

☐ Yes

☐ No

☐ N/A

Please provide the legal Name of the Organization that will be the non-federal \*  
sponsor for the study or project. If the requesting organization is not the non-  
federal sponsor, please explain the requesting organization's relationship to the  
non-federal sponsor. If the study or project does not require a non-federal  
sponsor, please respond "N/A".

Your answer

Are you a public or nonprofit entity? \*

☐ Yes

☐ No

Please select the agency responsible for your study or project: \*

☐ Corps of Engineers

☐ Bureau of Reclamation



 Request edit access

Study or Project Description (LESS THAN 1,000 characters): \*

Your answer

Please provide the requested funding amount: \*

Your answer

Study or Project Authority (U.S. Code or Public Law citation): \*

Your answer

If the study or project is for the Corps of Engineers, please select the account under which the study or project should be funded: \*

- ☐ Investigations
- ☐ Construction
- ☐ Mississippi River and Tributaries
- ☐ Operation and Maintenance

Please identify the federal agency's fiscal year 2024 capability for the study or project: \*

Your answer



 Request edit access

If the request does not fully fund the federal agency's fiscal year 2024 capability \*  
for the study or project, please explain the increment of work to be accomplished  
with the requested amount or identify the source of additional funds that will be  
used to fully fund the agency's fiscal year 2024 capability, as applicable.

Your answer

Please explain why the study or project has merit and is a good use of taxpayer \*  
funds (PLEASE NOTE: This information will be posted on Congresswoman  
Kaptur's website).

Your answer

Are you aware of another Member making a request for this same project? \*

☐ Yes

☐ No

Please list materials you have available to submit as supporting documentation of  
community support or additional relevant information (Kaptur staff will follow-up if  
the request is selected for advancement). You may also email any existing letters  
of support to repkapturcdfrequests@gmail.com.

 Add file

Submit

Clear form

Never submit passwords through Google Forms.

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Google Forms

 Request edit access



**TO:** Mayor Tapp and City Council  
**FROM:** Terry Graham  
**RE:** Resolution No. 22-2023 (*submitted by Chief Terry Graham*)  
**DATE:** March 14, 2023

---

### **Subject Matter/Background**

On August 30th, 2022, Council passed Resolution No. 73-2022 authorizing the application for Ohio Office of Criminal Justice Service (OCJS) Body-Worn Camera Grant Program. The original grant request was for a total of \$154,336.70. This full amount was not awarded, but we are excited that we were still awarded \$92,602.02.

This legislation is to allow the actual purchase of the BWC's and associated services in the amount of \$107,005.30 over a five-year period. This will cover the purchase of 17 body worn cameras along with associated peripherals, and online management services and storage.

### **Financial Review**

The state grant will subsidize approximately 85% of the total cost of the body worn cameras. Similar to the tasers, annual payments over 5 years will be made toward the purchase of the cameras totaling \$107,005.30 or approximately \$21,000 a year. The first annual payment will be \$38,445 and years 2-5 will be between \$16,000 and \$18,000. The City will submit for reimbursement from the State grant following each annual payment. The local portion of this purchase will come out of the City's General Fund.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 22-2023 is in order.

[Resolution No. 22-2023 Body-Worn Cameras HPD.docx](#)

[Resolution No. 22-2023 Exhibit A Body-Worn Cameras Purchase HPD \(2\).PDF](#)



RESOLUTION NO. 22-2023  
Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF BODY WORN CAMERAS, EVIDENCE.COM SOFTWARE, AND RELATED EQUIPMENT FOR THE HURON POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVEN THOUSAND FIVE AND 30/100 DOLLARS (\$107,005.30)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager is authorized and directed to enter into an agreement with Axon Enterprise, Inc. for the purchase of body worn cameras, Evidence.com software, and related equipment for the Huron Police Department in an amount not to exceed One Hundred Seven Thousand Five and 30/100 Dollars (\$107,005.30); a copy of the agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-399830-44986.900AH

Issued: 03/01/2023

Quote Expiration: 03/15/2023

Estimated Contract Start Date: 04/01/2023

Account Number: 492662

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business:Delivery,Invoice-417 Main St 417 Main St Huron, OH 44839-1652 USA	Huron Police Dept. - OH 417 Main St Huron, OH 44839-1652 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ashley Hickman Phone: Email: ahickman@axon.com Fax:	Terry Graham Phone: 419-433-5000 Email: terry.graham@huronohio.us Fax:

## Quote Summary

Program Length	60 Months
TOTAL COST	\$107,005.30
ESTIMATED TOTAL W/ TAX	\$107,005.30

## Discount Summary

Average Savings Per Year	\$3,608.56
TOTAL SAVINGS	\$18,042.80

## Payment Summary

Date	Subtotal	Tax	Total
Mar 2023	\$38,445.01	\$0.00	\$38,445.01
Mar 2024	\$16,145.27	\$0.00	\$16,145.27
Mar 2025	\$16,791.09	\$0.00	\$16,791.09
Mar 2026	\$17,462.71	\$0.00	\$17,462.71
Mar 2027	\$18,161.22	\$0.00	\$18,161.22
Total	\$107,005.30	\$0.00	\$107,005.30

Quote Unbundled Price: \$125,048.10  
 Quote List Price: \$115,560.30  
 Quote Subtotal: \$107,005.30

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	60	\$72.24	\$34.66	\$34.66	\$6,238.80	\$0.00	\$6,238.80
BWCamTAP	Body Worn Camera TAP Bundle	17	60	\$35.17	\$32.50	\$32.50	\$33,150.00	\$0.00	\$33,150.00
<b>A la Carte Hardware</b>									
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	42			\$1.00	\$1.00	\$42.00	\$0.00	\$42.00
75015	SIGNAL SIDEARM KIT	21			\$249.00	\$249.00	\$5,229.00	\$0.00	\$5,229.00
AB3C	AB3 Camera Bundle	17			\$749.00	\$749.00	\$12,733.00	\$0.00	\$12,733.00
AB3MBD	AB3 Multi Bay Dock Bundle	3			\$1,638.90	\$1,638.90	\$4,916.70	\$0.00	\$4,916.70
<b>A la Carte Software</b>									
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	17	60		\$26.04	\$26.04	\$26,560.80	\$0.00	\$26,560.80
Basic license	Basic License Bundle	16	60		\$15.00	\$16.25	\$15,600.00	\$0.00	\$15,600.00
Pro license	Pro License Bundle	1	60		\$39.00	\$42.25	\$2,535.00	\$0.00	\$2,535.00
<b>A la Carte Services</b>									
85144	AXON STARTER	1			\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							\$107,005.30	\$0.00	\$107,005.30

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	19	03/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	19	03/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	17	03/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	03/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	03/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	3	03/01/2023
A la Carte	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	42	03/01/2023
A la Carte	75015	SIGNAL SIDEARM KIT	21	03/01/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	09/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	17	09/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	03/01/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	17	03/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	16	04/01/2023	03/31/2028
Basic License Bundle	73640	EVIDENCE.COM BASIC ACCESS LICENSE	16	04/01/2023	03/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	3	04/01/2023	03/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	04/01/2023	03/31/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	17	04/01/2023	03/31/2028

### Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON STARTER	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	04/01/2023	03/31/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	17	04/01/2023	03/31/2028

## Payment Details

### Mar 2023

Invoice Plan		Description	Qty	Subtotal	Tax	Total
Uptfront	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	42	\$42.00	\$0.00	\$42.00
Uptfront	75015	SIGNAL SIDEARM KIT	21	\$5,229.00	\$0.00	\$5,229.00
Uptfront	AB3C	AB3 Camera Bundle	17	\$12,733.00	\$0.00	\$12,733.00
Uptfront	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$4,916.70	\$0.00	\$4,916.70
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	17	\$4,903.84	\$0.00	\$4,903.84
Year 1	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	Basic license	Basic License Bundle	16	\$2,880.18	\$0.00	\$2,880.18
Year 1	BWCamMBD TAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,151.87	\$0.00	\$1,151.87
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	17	\$6,120.39	\$0.00	\$6,120.39
Year 1	Pro license	Pro License Bundle	1	\$468.03	\$0.00	\$468.03
Total				\$38,445.01	\$0.00	\$38,445.01

### Mar 2024

Invoice Plan		Description	Qty	Subtotal	Tax	Total
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	17	\$5,100.00	\$0.00	\$5,100.00
Year 2	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	Basic license	Basic License Bundle	16	\$2,995.39	\$0.00	\$2,995.39
Year 2	BWCamMBD TAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,197.92	\$0.00	\$1,197.92
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	17	\$6,365.21	\$0.00	\$6,365.21
Year 2	Pro license	Pro License Bundle	1	\$486.75	\$0.00	\$486.75
Total				\$16,145.27	\$0.00	\$16,145.27

### Mar 2025

Invoice Plan		Description	Qty	Subtotal	Tax	Total
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	17	\$5,304.00	\$0.00	\$5,304.00
Year 3	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	Basic license	Basic License Bundle	16	\$3,115.21	\$0.00	\$3,115.21
Year 3	BWCamMBD TAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,245.84	\$0.00	\$1,245.84
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	17	\$6,619.82	\$0.00	\$6,619.82
Year 3	Pro license	Pro License Bundle	1	\$506.22	\$0.00	\$506.22
Total				\$16,791.09	\$0.00	\$16,791.09

### Mar 2026

Invoice Plan		Description	Qty	Subtotal	Tax	Total
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	17	\$5,516.16	\$0.00	\$5,516.16
Year 4	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	Basic license	Basic License Bundle	16	\$3,239.81	\$0.00	\$3,239.81
Year 4	BWCamMBD TAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,295.67	\$0.00	\$1,295.67
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	17	\$6,884.60	\$0.00	\$6,884.60
Year 4	Pro license	Pro License Bundle	1	\$526.47	\$0.00	\$526.47
Total				\$17,462.71	\$0.00	\$17,462.71

Mar 2027					
Invoice Plan					
Year 5	Item	Description	Qty	Subtotal	Tax Total
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	17	\$5,736.80	\$5,736.80
Year 5	85144	AXON STARTER	1	\$0.00	\$0.00
Year 5	Basic license	Basic License Bundle	16	\$3,369.41	\$3,369.41
Year 5	BWCamMBD TAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,347.50	\$1,347.50
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	17	\$7,159.98	\$7,159.98
Year 5	Pro license	Pro License Bundle	1	\$547.53	\$547.53
Total				\$18,161.22	\$18,161.22

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



Signature

03-02-2023

Date Signed

3/1/2023







**TO:** Mayor Tapp and City Council  
**FROM:** Terry Graham  
**RE:** Resolution No. 23-2023 (*submitted by Chief Terry Graham*)  
**DATE:** March 14, 2023

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### **Subject Matter/Background**

The current HPD Tasers are extremely old and are in need of being replaced. Using the purchasing power of combining this purchase with the purchase of the Body Worn Cameras, the Police Department got to realize strong savings. These devices are also a product of Axon, so the reporting and management of these tasers will be closely integrated with all camera footage, allowing a single view of any event.

### **Financial Review**

Payments for the purchase of the tasers will be made annually over 5 years, totaling \$66,422.40 or approximately \$13,000 per year. The annual payment will be incorporated in future budgets. The General Fund will account for the purchase of the tasers.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 23-2023 is in order.

[Resolution No. 23-2023 HPD Tasers Purchase.docx](#)

[Resolution No. 23-2023 Exhibit A HPD Tasers Purchase.PDF](#)

RESOLUTION NO. 23-2023  
Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF SEVENTEEN (17) TASER 7 CERTIFICATION BUNDLES FOR THE HURON POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND FOUR HUNDRED TWENTY-TWO AND 40/100 DOLLARS (\$66,422.40)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager is authorized and directed to enter into an agreement with Axon Enterprise, Inc. for the purchase of seventeen (17) Taser 7 Certification Bundles for the Huron Police Department in an amount not to exceed Sixty-Six Thousand Four Hundred Twenty-Two and 40/100 (\$66,422.40).

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85265  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-399949-44988.667AH**

Issued: 03/03/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 05/01/2023

Account Number: 492662

Payment Terms: N30

Delivery Method: FedEx - Ground

SHIP TO	BILL TO
Business:Delivery;Invoice-417 Main St 417 Main St Huron, OH 44839-1652 USA	Huron Police Dept. - OH 417 Main St Huron, OH 44839-1652 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ashley Hickman Phone: Email: ahickman@axon.com Fax:	Terry Graham Phone: 419-433-5000 Email: terry.graham@huronohio.us Fax:

## Quote Summary

Program Length	60 Months
TOTAL COST	\$66,422.40
ESTIMATED TOTAL W/ TAX	\$66,422.40

## Discount Summary

Average Savings Per Year	\$2,631.29
TOTAL SAVINGS	\$13,156.45

## Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$12,620.27	\$0.00	\$12,620.27
Apr 2024	\$13,948.69	\$0.00	\$13,948.69
Apr 2025	\$13,284.48	\$0.00	\$13,284.48
Apr 2026	\$13,284.48	\$0.00	\$13,284.48
Apr 2027	\$13,284.48	\$0.00	\$13,284.48
Total	\$66,422.40	\$0.00	\$66,422.40

Quote Unbundled Price:	\$79,578.85
Quote List Price:	\$72,673.45
Quote Subtotal:	\$66,422.40

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
TT/Cert	Taser 7 Certification Bundle	17	60	\$77.18	\$70.41	\$65.12	\$66,422.40	\$0.00	\$66,422.40
<b>A la Carte Hardware</b>									
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$855.25	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$66,422.40	\$0.00	\$66,422.40

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	17	04/01/2023
Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	20	04/01/2023
Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	17	04/01/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	102	04/01/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	68	04/01/2023
Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	68	04/01/2023
Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	34	04/01/2023
Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	04/01/2023
Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	04/01/2023
Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	04/01/2023
Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	04/01/2023
Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	04/01/2023
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	04/01/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	68	04/01/2024
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	68	04/01/2025
Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	68	04/01/2025
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	68	04/01/2026
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	68	04/01/2027

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	17	04/01/2023	04/30/2028
Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	04/01/2023	04/30/2028

### Services

Bundle	Item	Description	QTY
Taser 7 Certification Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	17

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	20	04/01/2024	04/30/2028
Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	17	04/01/2024	04/30/2028
Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	04/01/2024	04/30/2028

## Payment Details

Apr 2023					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00
Year 1	TTCert	Taser 7 Certification Bundle	17	\$12,620.27	\$0.00
Total				\$12,620.27	\$12,620.27

Apr 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00
Year 2	TTCert	Taser 7 Certification Bundle	17	\$13,948.69	\$0.00
Total				\$13,948.69	\$13,948.69

Apr 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00
Year 3	TTCert	Taser 7 Certification Bundle	17	\$13,284.48	\$0.00
Total				\$13,284.48	\$13,284.48

Apr 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00
Year 4	TTCert	Taser 7 Certification Bundle	17	\$13,284.48	\$0.00
Total				\$13,284.48	\$13,284.48

Apr 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00
Year 5	TTCert	Taser 7 Certification Bundle	17	\$13,284.48	\$0.00
Total				\$13,284.48	\$13,284.48

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature



Date Signed

03-03-2023

3/3/2023







**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 24-2023 (*submitted by Stuart Hamilton*)  
**DATE:** March 14, 2023

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### **Subject Matter/Background**

Mr. Enderle has farmed the River Road property for a long time under an agreement with the Warren Slagg Company. When the City agreed to purchase this property, staff reach out to Mr. Enderle to inform him of this purchase and to let him know that for the time being, if he so wished, he could continue to farm on these three properties. Mr. Enderle already farms on City property by Woodlands school, so this agreement is the same language that Council has already passed, with the exception of the PPN's and the amount, which for these properties would be \$5,000 a year. This lease agreement is a one-year agreement, with an automatic renewal unless one party informs the other of the intent not to renew.

### **Financial Review**

The annual lease payment will be receipted into the City's General Fund to offset property taxes and maintenance of the property.

### **Legal Review**

The matter has been reviewed, follows normal ad

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 24-2023 is in order.

[Resolution No. 24-2023 Ray Enderle River Rd Lease.docx](#)

[Resolution No. 24-2023 Exhibit A Ray Enderle River Road Lease.docx](#)

RESOLUTION NO. 24-2023  
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH RAYMOND E. ENDERLE FOR THE REAL PROPERTY LOCATED AT PERMANENT PARCEL NUMBERS 42-01718.000, 42-01722.000 and 42-01721.000 AS REFLECTED IN THE RECORDS OF THE ERIE COUNTY, OHIO AUDITOR

WHEREAS, the City of Huron is the fee simple owner of 41.69 acres of certain real property located in the City of Huron, County of Erie, and State of Ohio such real property being designated as having property parcels numbers of 42-01718.000, 42-01722.000 and 42-01721.000 by the Erie County, Ohio Auditor; and

WHEREAS, Raymond E. Enderle of 3006 Huron-Avery Road, Huron, Ohio 44839 desire to lease from the City of Huron real property designated as having property parcel numbers of 42-01718.000, 42-01722.000 and 42-01721.000 by the Erie County, Ohio Auditor; and

WHEREAS, this Council desires to authorize the City Manager to enter into a written lease agreement with Raymond E. Enderle for the lease of real property owned by the City of Huron and identified in the records of the Erie County, Ohio Auditor as property parcel numbers 42-01718.000, 42-01722.000 and 42-01721.000.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the Huron City Council authorizes the City Manager to execute the attached written Lease Agreement identified as Exhibit "A" on behalf of the City of Huron for the lease of certain real property situated in the City of Huron, County of Erie, State of Ohio, designated as having property parcel numbers 42-01718.000, 42-01722.000 and 42-01721.000 by the Erie County, Ohio Auditor.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_

## **LEASE AGREEMENT**

This Lease Agreement (“Agreement”) is made by and between the City of Huron, an Ohio municipal corporation (“City”), and Raymond E. Enderle (“Lessee”) for the purpose of leasing to Lessee certain real property situated within the City and identified by property parcel numbers 42-01718.000, 42-01722.000 and 42-01721.000 as reflected in the records of the Erie County Auditor (“Property”). Collectively, City and Lessee shall be referred to as the Parties.

**WHEREAS**, the Parties wish to memorialize the terms of their agreement to allow Lessee to conduct certain farming activities only on the Property;

**NOW, THEREFORE**, the parties agree as follows:

1. The City hereby leases unto Lessee the Property, 41.69 acres of real property identified in the records of the Erie County Auditor as property parcel number 42-01718.000, 42-01722.000 and 42-01721.000 and further depicted in Exhibit “1” attached hereto and incorporated herein for the sole and exclusive purpose to permit Lessee to conduct agricultural farming operations on the Property and for no other purpose.
2. This Agreement shall be effective March 10, 2023 and shall terminate on December 15, 2023. Upon the expiration of this Lease Agreement on December 15, 2023, this Agreement shall automatically renew for a period of one year, and shall renew for successive one-year terms upon each successive termination date unless either party provides written notice to the other before November 15 of each year that said party is electing to not renew this Agreement, in which case the Lease shall not automatically renew and shall terminate consistent with the then-existing natural termination of the term. The right to successive automatic renewal periods of one year shall be void in the event that Lessee breaches any article stated herein during the stated term of this Lease Agreement or renewal of this Lease Agreement.
3. Lessee shall pay the City in the amount of Five Thousand Dollars (\$5000.00) per year. Payment to the City is due and payable in full on or before December 15, each year. In the event any lease term consists of a period of time that is less than one year, Lessee shall pay to the City a pro-rated amount for the lease.
4. Lessee shall defend, hold the City harmless and indemnify the City against any and all actual or threatened actions, claims, costs, demands, expenses, fees, fines, judgments, liability, penalties or suits for personal injury, property damage, loss of life or property, regulatory enforcement actions/orders/decrees brought by any federal or state administrative agency or brought by a private person pursuant to any such federal, state, or local law, directly or indirectly relating to the acts or omissions of Lessee, the condition or use of the Property, environmental hazards permitted or created by Lessee, and including but not limited to all acts or claims arising or claimed to arise in connection with Lessee’s use and operation of the property.

As further security for this indemnification, Lessee shall obtain and keep in full force and effect during the term of this Agreement, general liability insurance, with limits of at least One Million Dollars (\$1,000,000.00) for personal injury or death and One Million Dollars (\$1,000,000.00) for property damage. The City shall be listed as an additional insured by endorsement and proof of said coverages shall be provided to the City contemporaneous with Lessee's execution of this Lease and as periodically requested by the City thereafter. Said coverages shall provide that the City shall be given at least thirty (30) days written notification of an intent to cancel any coverage required by this Agreement. Prior to the commencement of any successive renewal periods, Lessee shall provide the City Manager with a Certificate from the insurance carrier attesting to the existence of such insurance, its term and proof of payment of the premium. The delivery of such Certificate and the maintenance of such policy or policies in good standing shall be a specific condition of this Lease, and if, at any time, such Certificate and the insurance it represents shall lapse, Lessee's right to use and occupy the leased property shall immediately cease and Lessee shall vacate the same.

The provisions of this paragraph 4 shall survive the Term of this Lease Agreement.

5. Lessee shall pay for maintenance, repair and replacements of the Property (if any) during the term of this Agreement and any renewal thereof. Lessee shall abide by all Federal, state and local laws, rules, regulations, orders, decrees, guidance, and any other authority during the Lessee's use of the Property, including but not limited to laws pertaining to environmental hazards and contaminants. It is incumbent upon Lessee to familiarize himself with all applicable laws and regulations. Lessee shall keep all areas of the Property, and any improvements installed thereon, in good repair and in a clean and sanitary condition, free and clear of all hazards and debris. Lessee acknowledges that the City shall have no obligation whatsoever to maintain, repair or replace the Property or any improvements thereon (if any), such items being the sole and exclusive responsibility and obligation of Lessee.
6. Notwithstanding any contrary provision of this Lease, either City or Lessee, during the term of this Lease Agreement, or renewal thereof, may terminate this Lease Agreement for any or no reason by written notice to the other party delivered at least sixty (60) days prior to the date of termination.
8. Upon termination of the Lease Agreement, at the option of the City, any improvements maintained by Lessee shall become the property of the City without compensation to Lessee or, if the City so elects, improvements that identified by the City shall be removed by Lessee and the property restored, as nearly as possible, to its condition existing prior to those improvements.

**IN WITNESS WHEREOF**, the parties have executed duplicates hereof this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE CITY OF HURON, OHIO

\_\_\_\_\_  
Matt Lasko, City Manager

RAYMOND ENDERLE

\_\_\_\_\_  
Raymond E. Enderle

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Law Director

**EXHIBIT 1**

