

RESOLUTION NO. 93-2025

Introduced by Monty Tapp

A RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF A PURCHASE AGREEMENT BETWEEN THE CITY OF HURON AND FTR&R, INC. DBA HERB FIRE EQUIPMENT FOR THE PURCHASE OF A USED SPH 100 SUTPHEN AERIAL PLATFORM LADDER TRUCK AND VITAL TRENDS LLC BATTALION WARRANTY FOR THE HURON FIRE DEPARTMENT IN THE AMOUNT OF FOUR HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED NINETY-EIGHT AND XX/100 DOLLARS (\$478,598.00)

WHEREAS, the Huron Fire Department's current ladder truck, a 1998 Seagrave 105' ladder truck, is nonfunctional due to the Fire Department's inability to obtain obsolete parts to repair the vehicle; and

WHEREAS, the Huron Fire Department staff investigated many options to replace or repair the current ladder truck; and

WHEREAS, it was determined that the purchase of the used SPH Sutphen aerial platform ladder truck was the most economical solution for the department's current needs; and

WHEREAS, time was of the essence to secure the purchase of vehicle; and with Council's prior motion authorizing the City Manager to pursue the purchase of this vehicle made at the December 9, 2025 regular council meeting, the City Manager signed the Purchase Agreement with Herb Fire Equipment on December 16, 2025, including payment of the required Twenty-Five Thousand Dollar (\$25,000.00). The remainder of the purchase price will be paid upon delivery of the vehicle.

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

SECTION 1. That the City Manager's execution of a Purchase Agreement between the City of Huron and FTR&R, Inc. dba Herb Fire Equipment for the purchase of a SPH 100 Sutphen aerial platform ladder truck for the Huron Fire Department in the amount of Four Hundred Seventy-Five Thousand and xx/100 Dollars (\$475,000.00) and a related Vita Trends LLC Battalion Warranty in the amount of Three Thousand Five Hundred Ninety-Eight and xx/100 Dollars (\$3,598.00), for a combined total of Four Hundred Seventy-Eight Thousand Five Hundred Ninety-Eight and xx/100 Dollars (\$478,598.00), is hereby affirmed, which Purchase 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 this 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.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

23 DEC 2025



7525 Cook Road
Powell, OH 43065
(614)329-1610
info@herbfire.com

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 16 day of December 2025 by and between FTR&R, INC d/b/a Herb Fire Equipment, 7525 Cook Rd., Powell, OH 43065, hereinafter referred to as "Seller", and the City of Huron of Huron, OH, hereinafter referred to as "Purchaser".

1. PURCHASE:

Purchaser hereby agrees to buy and Seller hereby agrees to sell and furnish to Purchaser One (1) Used SPH100 Sutphen Aerial Platform, bearing vehicle identification number HS-4235 hereinafter "the vehicle".

2. PAYMENT:

(a) Purchaser agrees to pay the sum of Four Hundred Seventy Five Thousand & 0/100 (\$475,000.00) for the vehicle and Three Thousand Five Hundred Ninety Eight & 0/100 (\$3,598) for the Vital Trends LLC Battalion Warranty. The total price is Four Hundred Seventy Eight Thousand Five Hundred Ninety-Eight & 0/100 (\$478,598.00). Payment shall be made at delivery. A down payment of \$25,000.00 is required once it is determined that the truck is being purchased. The remaining balance will be paid at delivery.

(b) Payment shall be in certified bank funds, made payable to Herb Fire Equipment, and is due upon delivery of the vehicle from Seller to Purchaser as hereinafter provided.

3. DELIVERY:

(a) The vehicle being purchased hereunder shall be delivered by Seller to Purchaser at 7525 Cook Rd Powell, OH 43065.

(b) The delivery will be no later than 4/1/2026.

(c) Purchaser must provide proof of insurance coverage and make final payment at delivery.



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- (d) At the time of delivery the aerial system shall operate per the manufacturer's specifications. Any aerial system operations not working properly shall be fixed at the expense of Herb Fire Equipment.
 - (e) Prior to delivery the (4) tires on the middle axle will be replaced
 - (f) Prior to delivery the driver and officer's seat cushion covers and seat belts will be replaced.
 - (g) Prior to delivery the coolant leak that was noticed will be addressed.
 - (h) The cab will be painted white over yellow matching the departments current colors. Paint samples will be sent out to ensure a match. The aerial sign will be painted yellow. The turntable assembly and hydraulic cylinders will be painted standard silver.
4. PURCHASER'S WARRANTY: With the signing of this Agreement, Purchaser warrants that it has the full power and legal authority to enter into this Agreement, and guarantees that funds for purchase are available or in the process of collection.
5. HERB FIRE "AS IS" WARRANTY DISCLAIMER: Purchaser hereby acknowledges that Purchaser's inspection and acceptance at delivery shall constitute acceptance AS IS and WITH ALL FAULTS. Purchaser understands that it is Purchaser's responsibility to insure the property, effective upon delivery.

This used motor vehicle is sold as is, without any warranty, either expressed or implied. After delivery of the vehicle, Purchaser shall bear the entire expense of repairing or correcting any defects that may presently exist or that may occur in the vehicle. Seller, its employees, agents and assigns shall not have any responsibility for consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages with respect to any defect or malfunction or unfitness or other deficiency of the vehicle. Seller makes no warranties, representations or assurances that the vehicle contains only original



FTR&R, INC., d/b/a

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manufacturer installed or manufacturer rebuilt components, parts or accessories. Although NFPA standards, which were in effect at the time of the original manufacturer of the vehicle, were met, Seller advises that the vehicle does not meet current NFPA standards for new apparatus.

6. VITAL TRENDS WARRANTY: A third party warranty supplied by Vital Trends USA LLC of Burlington, NY shall be provided. The warranty coverage is defined on document "Vital Trends Warranty. Huron FD – 1 YR Battalion Only".
7. ACCEPTANCE: This Agreement shall not be binding until it is signed and approved by an officer of Herb Fire Equipment.
8. TAXES: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imports, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise, and which are made applicable to the apparatus or equipment covered by this Agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes, and such sum shall be immediately paid by Purchaser to Seller. To the extent applicable, the prices and deliveries set forth above are subject to the Defense Production Act.
9. INSURANCE: It is Purchaser's responsibility to insure the property covered by this Agreement, effective upon delivery to Purchaser.
10. GENERAL: This Agreement takes precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this Agreement. No alteration, modification,

amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio.



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11. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort or other theory of law, shall lie in the Delaware County Court of Common Pleas, Delaware, Ohio, and the parties hereto consent and submit to the general jurisdiction of this Court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Seller, Purchaser and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Herb Fire Equipment, offices.

Herb Fire Equipment

By: _____

Andrew J. Herb,
President

City of Huron, OH

By:  _____

Name, Title STUART HAMILTON, CITY MANAGER