

ORDINANCE NO. 2017- 3858

**AN ORDINANCE TO AUTHORIZE AND DIRECT THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH UNIVERSAL FARMS, LLC. FOR THE STORAGE AND PROCESSING OF ASPHALT GRINDINGS OWNED BY THE CITY OF FREMONT AND DECLARING AN EMERGENCY.**

**WHEREAS**, Universal Farms, LLC has offered to store and process asphalt grindings for the City to utilize on alleys and streets within the City; and

**WHEREAS**, the City, in consideration for the storage and processing, has agreed to provide Universal Farms, LLC with fifty percent (50%) of the asphalt grindings stored.


**THEREFORE, BE IT ORDAINED BY THE COUNCIL, CITY OF FREMONT, STATE OF OHIO:**

**SECTION 1.** Fremont City Council hereby authorizes and directs the Safety Service Director to enter into a contract with Universal Farms, LLC for the storage and processing of asphalt grindings. Attached hereto as Exhibit A.

**SECTION 2.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

**SECTION 3.** The immediate operation of the provisions of this ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the ability to dispose of and store the asphalt grindings in an expeditious manner.


This ordinance, provided it receives a two-thirds ye or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this ordinance shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.

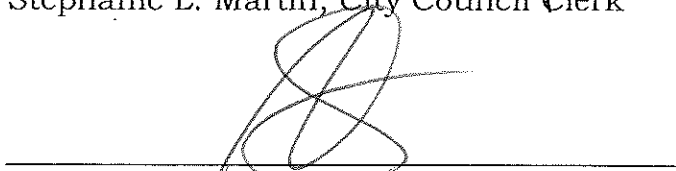
  
Jamie Hafford  
President of Council

PASSED: 7-6-17

Effective date: 7-6-17

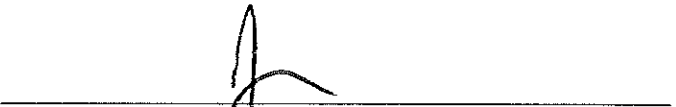
YEAS: 7 NAYS: 0

  
Stephanie L. Martin, City Council Clerk

  
Daniel R. Sanchez, Mayor

ORD11017

Approved as to form:

  
James F. Melle, Director of Law  
City of Fremont, Ohio

## AGREEMENT

This agreement entered into by and between the City of Fremont, 323 S. Front St., Fremont, Ohio 43420 ("City") and Universal Farms, LLC, 219 Stahl Road, Fremont, Ohio 43420 ("Universal").

WHEREAS, City is the owner of asphalt grindings (the "Grindings"); and

WHEREAS, Universal is willing to store and process the Grindings for the City to be used for alleys and streets as needed; and

WHEREAS, the Safety Service Director, being the officer having the supervision of the materials, has advised Council the Grindings can be stored and processed through Universal as set forth herein; and

WHEREAS, Council of the City of Fremont, by Ordinance No. 2017- , duly passed on \_\_\_\_\_, 2017 has authorized the Safety Service Director to enter into this contract for said Grindings;

NOW, THEREFORE in consideration of the mutual promises set forth below, the parties agree as follows:

1. The City, in consideration for the storage and processing hereinafter specified and obligations to be performed by Universal, agrees to provide Universal all asphalt grindings from the City for a period of 1 year commencing July, 2017 and terminating July, 2018. Prior to the end of this agreement the parties may attempt to discuss, negotiate, and/or finalize a renewal sixty (60) days before the agreement terminates. If unsuccessful the contract will terminate after 1 year.
2. Universal hereby agrees to perform the service of processing the Grindings for any project needed by the City. In exchange the City hereby agrees to provide to Universal in consideration fifty percent (50%) of all Grindings to be used at their discretion. In addition to processing the Grindings, Universal agrees to store and have on hand at all times the City's fifty percent (50%) portion needed for City's projects.
3. In the event the City needs more Grindings than the fifty percent (50%) already available for the project, the City agrees to pay Universal \$150.00 an hour for the service.
4. Should Universal, fail to provide the City the Grindings for any necessary projects, then this lease agreement shall immediately terminate.
5. Universal, at its sole expense, will keep in force during the agreement general liability insurance coverage. In addition, the policy shall have a combined limit coverage for personal injury and property damage of one million dollars per occurrence and one million

dollars aggregate with the City of Fremont named as an additional insured. City has the right to see a copy of the policy upon request. Should Universal fail to keep the policy in effect or fail to permit City to see the policy upon request, then City has the right to terminate this Agreement at once.

6. City and its agents shall have the right to enter the property used to store the Grindings at all reasonable times as may be necessary.
7. No waiver of any provision of this agreement shall be construed to be a waiver of any succeeding breach.
8. Universal will not assign this agreement without prior written consent of the City. The right to assign belongs exclusively to City and the exercise of such right will be at the City's sole discretion.
9. Universal shall not commit or suffer any waste of the Grindings. Universal shall fully and promptly comply with and obey all laws, ordinances, rules, orders, regulations, and requirements of any public authority, which in any way affect the Grindings or use thereof.
10. Universal shall indemnify and hold the City harmless against any and all claims which may be asserted against it as a result of Universal's use, processing, storage, etc. including but not limited to any accident or injury occurring from the use of the Grindings caused by the negligence of Universal.
11. At the end of Universal's storage hereunder, Universal shall have no claim against the City of Fremont for any costs incurred during the processing and storage of the Grindings with the exception of any excess uses and charges associated therewith.
12. Universal shall be responsible for any and all costs associated for processing and/or storing the Grindings during the term of this agreement..
13. All notices required to be given hereunder by either party, without further written notice otherwise by either party, shall be in writing and sent by Certified Mail, addressed to the City of Fremont, 323 S. Front Street, Fremont, Ohio 43420 and to Universal at 219 Stahl Road, Fremont, Ohio 43420. Either party may give notice of change of their respective addresses from time to time.

WHEREOF, the City of Fremont, by and through Kenneth Frost, its Safety Service Director, authorized by Ordinance No. 2017- passed \_\_\_\_\_, 2017 has hereunto affixed its name this \_\_\_\_ day of \_\_\_\_\_, 2017, and Universal Farms, LLC, by and through Douglas W. Crowell, Sr., its Owner/Statutory Agent set its hand on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Approved as to Form:

CITY OF FREMONT:

\_\_\_\_\_  
James F. Melle, Esq.  
Law Director for the City of Fremont

\_\_\_\_\_  
Kenneth Frost,  
Safety Service Director for the City of Fremont

\_\_\_\_\_:

\_\_\_\_\_  
Douglas W. Crowell, Sr.  
Owner/Statutory Agent of  
Universal Farms, LLC