

Village of Mantua, Ohio
RESOLUTION 2019-18

AGREEMENT FOR PURCHASE OF SALT
FROM THE RAVENNA CITY/ODOT SALT CONSORTIUM
AT 701 OAKWOOD STREET, RAVENNA, OHIO 44266

WHEREAS, the City of Ravenna (CITY) and the Ohio Department of Transportation (ODOT) have a joint salt storage facility located at 701 Oakwood Street, Ravenna, Ohio 44266 that stores rock salt utilized by local communities to aid in snow and ice removal; and

WHEREAS, the City and ODOT have collaborated to build a large 7,000 ton salt storage and tracking system that allowed the partners to develop a SALT CONSORTIUM for other local governments to purchase salt bid by ODOT and tracked by the CITY to save costs to the consortium partners; and

WHEREAS, the VILLAGE OF MANTUA is desirous of purchasing rock salt from the Salt Consortium located at 701 Oakwood Street, Ravenna, Ohio 44266.

NOW, THEREFORE, in consideration of the payments, promises, covenants and agreements hereinafter set forth, be it agreed as follows:

ARTICLE 1: Description of Premises

The City of Ravenna and Ohio Department of Transportation have built the storage and tracking systems for the Salt Consortium located at 701 Oakwood Street, Ravenna, Ohio 44266 which has the capacity to store 7,000 tons of rock salt for consortium partners. The storage facility and scale facility are accessible to consortium partners 24/7 during the 365 days of the year.

ARTICLE 2: Term of Agreement

The Term of this Agreement shall be in perpetuity, commencing upon the 1st day of October, 2019, unless terminated earlier in accordance with this Agreement. **The price of salt in this Agreement is undetermined at this time.**

ARTICLE 3: Payments for Rock Salt 2

The VILLAGE OF MANTUA agrees to pay for 90% of the salt that is being requested, which was a verbal agreed amount of 500 tons, during each winter season, to the City of Ravenna for the purchase of rock salt at the state bid price established each year by ODOT through the state bid process. These prices are established annually and will be available to consortium partners by November 1st of each year. ODOT is responsible for the bidding and storage of the salt and the CITY is responsible for the tracking of salt usage by consortium partners and billing the consortium partners each year. If ODOT has to enter into an emergency contract due to salt use exceeding supply, consortium partners agree to pay the emergency contract price if salt is used by the consortium community after the emergency bid is in place.

The CITY will invoice by the end of April, each consortium partner for the total of salt used. The salt usage is tracked through the electronic scale system. Each consortium partner is issued a user ID number and is required to weigh their trucks before and after each salt load. The invoice will include the data supporting the amount of salt tracked for each partner.

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If payment is longer than 60 days, the CITY has the right to terminate the agreement with the consortium partner based on non-payment.

ARTICLE 4: Liability Insurance

The VILLAGE OF MANTUA promises and agrees at its own costs and expense to take out and maintain throughout the term of this Agreement, comprehensive and general liability, and “all risk” insurance, ensuring against loss, damage and claims resulting from the personal injury or property damage occurring in, upon or about the premises during the term of this Agreement. Liability insurance shall be one million dollars (\$1,000,000.00). At all times, the City of Ravenna shall be named as an additional insured on such policy or policies. Said insurance shall be provided by and through a company rated A minus or better. A copy of the policy shall be provided to the City of Ravenna.

ARTICLE 5: Use and Access of Premises

It is understood that the subject premises shall be used for the loading of rock salt by the consortium partner. The VILLAGE OF MANTUA agrees to prevent the premises from being used in any way which may be an unreasonable nuisance, annoyance, inconvenience or damage to the City of Ravenna/ODOT or other tenants of 701 Oakwood Street, Ravenna, Ohio, or residents or owners of adjoining properties.

There shall be no smoking or loitering while loading rock salt at the consortium salt storage facility.

The consortium partner must provide their own truck or procure a trucking company to haul the rock salt. The CITY or ODOT are not responsible to load or transport salt. The consortium partner will load the salt into their truck at their convenience.

If there is an issue with the equipment not working at the storage facility or scales, it MUST be reported to the CITY immediately or if after hours during the next business day.

ARTICLE 6: Repair and Maintenance

It is expressly understood that the VILLAGE OF MANTUA is responsible for any costs and labor related to damage to loading equipment, electronics or scales, as a result of their personnel using the salt storage facility. This damage can be evidenced by the security cameras installed on the salt storage facility. It is further understood that all normal maintenance and regulatory issues will be the responsibility of the City of Ravenna/ODOT for the calibration of the scales and the storage of the salt.

ARTICLE 7: Termination of Agreement

This Agreement may be terminated by either party upon their providing a thirty (30) day written notification of the party(s) intent to terminate the Agreement herein. Any salt used and tracked to the date of written termination must be paid in full by the consortium partner within thirty (30) days of termination.

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ARTICLE 8: Execution of Agreement

This writing contains the entire Agreement between the parties hereto and no one is authorized to modify the terms by oral agreement; no modification of this Agreement shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above-referenced.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

CITY OF RAVENNA

BY _____
FRANK SEMAN, MAYOR

DATE: _____

WITNESSES:

VILLAGE OF MANTUA

BY _____
Title: _____

DATE: _____

WITNESSES:

