

RECORD OF RESOLUTIONS

Dayton Legal Blank Co., Form No. 30045

Resolution No. _____

Passed _____, YEAR _____

CITY OF BELPRE
RESOLUTION NO. 8 (2026-2027)

**A RESOLUTION AUTHORIZING THE BELPRE SAFETY-SERVICE
DIRECTOR TO ENTER INTO A LEASE AGREEMENT WITH THE
CITY OF BELPRE EMS, INC FOR THE USE OF BELPRE CITY
REAL ESTATE AND EMERGENCY VEHICLES**

WHEREAS, the City of Belpre and EMS have entered into a three (3) year contract for EMS to supply EMS services to the residents of Belpre; and

WHEREAS, said Agreement requires the partners to enter into an agreement to allow EMS to use the two (2) Belpre squad vehicles and Fire Station 1 and/or any other designated area by the Belpre Safety-Service Director, during this three (3) year period.

WHEREAS, the City of Belpre is the owner of real estate and emergency vehicles that may be utilized by EMS, Inc to provide emergency medical services to Belpre residents and others; and

WHEREAS, the parties hereto have agreed to enter into a Lease agreement for real estate use and vehicle use by EMS, Inc.

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

SECTION I

The Belpre City Administration of the City of Belpre EMS, Inc have negotiated a three (3) year Lease Agreement between the parties. A copy of the proposed Lease Agreement is attached hereto as Exhibit A and incorporated herein as reference. The new Lease Agreement would be effective from July 1, 2026, to June 30, 2029.

SECTION II

Upon the recommendation of the Belpre City Administration and after the review of the Lease Agreement by the Belpre City Council, the Belpre City Council believes that the Lease Agreement is in the best interest of the City of Belpre to provide emergency medical services for its citizens. Therefore, the Belpre City Council hereby authorizes the Belpre Safety-Service Director to execute the Lease Agreement attached hereto as Exhibit A.

RECORD OF RESOLUTIONS

Dayton Legal Blank Co., Form No. 30045

Resolution No. _____

Passed _____, YEAR _____

SECTION III

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety, and for the further reason that the contract for emergency medical services will become effective on July 1, 2026. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: June 22, 2026

Tom B. Whitson
PRESIDENT OF COUNCIL

ATTEST: Kimberly S. Mendell

PRESENTED TO MAYOR: 6/22/26

Steve G. Arnold
MAYOR

APPROVED BY MAYOR: 6/22/26

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on June 22, 2026, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

June 22, 2026
Date

Kimberly S. Mendell
CLERK

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between the City of Belpre, Ohio (Belpre/Lessor) and City of Belpre EMS, Inc. (EMS/Lessee).

WHEREAS, the City of Belpre and EMS have entered into a three (3) year contract for EMS to supply EMS services to the residents of Belpre; and

WHEREAS, said Agreement requires the partners to enter into an agreement to allow EMS to use the two (2) Belpre squad vehicles and Fire Station 1 and/or any other designated area by the Belpre Safety-Service Director, during this three (3) year period.

I. MOTOR VEHICLE LEASE

A. **Vehicles Leased:** Lessor hereby leases to Lessee

Make: Year: Make: Year:

VIN: VIN:

Mileage at date of Lease: Mileage at date of Lease:

B. **Rent:** The rent for each squad vehicle shall be \$1.00 per year. Year 1 rent payment shall be made at the time this lease is executed.

C. **Insurance:** Lessee shall provide a copy of the vehicle insurance policy for the operation of said vehicles at the time of the execution of this Lease. Each year, Lessee shall provide proof of insurance coverage to Lessor by supplying a copy of the current coverage and proof of payment of the premium.

D. **License Plates and Registration:** Both vehicles shall have license plates supplied through the State of Ohio for licensed EMS vehicles. Title shall be registered in the name of the lessor. The annual registration or licensing fees shall be paid by lessee. The vehicles shall be delivered to Lessee upon execution of this Lease.

E. **Use of Vehicles:** Lessee agrees that said vehicles shall be operated in non-negligent or emergency purposes or in violation of any law. Lessee agrees further that said vehicles shall only be for EMS transport of City of Belpre residents or their guest or other persons that may work in the City of Belpre during their working hours or transport from the Marietta Memorial Hospital Emergency Room located in the City of Belpre, Ohio to the Marietta Memorial Hospital Main Campus located in Marietta, Ohio.

F. **Maintenance:**

1. Lessee acknowledges that it has inspected said vehicles and that the City of Belpre has undertaken all correct maintenance or repairs before the date of execution of this Lease
2. The parties hereto agree that the Belpre Safety-Service Director and an employee designated by Lessee shall agree to an appropriate monthly maintenance schedule for these 2 vehicles.
3. The Lessee shall be obligated to pay for gasoline, oil, batteries, and repairs up to \$2,500, maintenance, tires and towing necessary for these 2 vehicles. All major repairs above \$2,500 shall be paid for by the Lessor. Examples of these vehicle repairs that cost over \$2,500 would be a new engine, a new transmission, damage to the frame or drive train for these vehicles.
4. Lessee agrees that maintenance shall be completed at a certified garage or garage(s) as designated by the Lessor.

G. **Risk of Loss:** Lessee shall bear all risks of damage or loss of the leased vehicles, or any portions thereof not covered by insurance. All replacements, repairs, or substitution of parts or equipment of vehicles shall be at the cost and expense of Lessee and shall be accessions to the vehicles. Lessee shall at all times, and at its expense, keep the vehicles in good working order, condition, and repair, reasonable wear and tear excepted. The rent on any vehicle shall not be prorated or abated while the vehicle is being serviced or repaired.

H. **Indemnity:** Lessee agrees to save Lessor harmless from all claims, losses, causes of action, and expenses, including legal expenses, arising from the use, maintenance, and operation of each vehicle leased hereunder.

I. **Termination:** This Lease may only be terminated at the end of the 3 year term of the contract for EMS services by and between the Lessor and Lessee or for "good cause" shown by Lessor. "Good cause" could include but is not limited to, abuse, neglect, misuse or illegal operation of said vehicles.

J. **Surrender of Vehicles:** Upon expiration of the Lease term, Lessee shall surrender such motor vehicles leased hereunder, in the same condition as when received, less reasonable wear and tear, and free from collision or upset damage, to Lessor at Washington Blvd, Belpre, Ohio, or at any other location mutually agreed on by the parties hereto.

K. **Warranties:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY LESSOR TO LESSEE EXCEPT AS CONTAINED HEREIN, AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO

ANYONE ELSE, OF ANY KIND OR HOWSOEVER CAUSED, WHETHER BY ANY VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT THEREOF, OR BY ANY FAILURE THEREOF, OR INTERRUPTION OF SERVICE OR USE OF ANY VEHICLE LEASED HEREUNDER. Lessor shall, however, make available to Lessee any manufacturers or similar warranty applicable to any such vehicle.

L. **Assignment:** Neither party shall be permitted to assign without the express written agreement Lessor and Lessee.

II. LEASE FOR USAGE OF STATION 1 AND/OR ANY OTHER DESIGNATED LOCATION

A. The parties hereto agree the EMS shall be permitted as Lessee to use the areas ^{designated} in Fire Station 1 and any other designated area by the Belpre Safety-Service Director for use by EMS, Inc.

B. This Lease may not be assigned to any third party without express written consent of both Lessor and Lessee.

C. The Lessee agrees to pay \$1.00 per year for lease of the premises to the Lessor.

D. The Lessee agrees to maintain these premises in a clean and businesslike fashion. Lessee agrees to allow the Safety-Service Director to inspect said premises at any time after a 24-hour notice of inspection is supplied to Lessee by the Safety-Service Director to employees designated by Lessee.

This Lease Agreement is executed the _____ day of _____, 2026, as follows:

Lessee:

Lessor:

City of Belpre EMS, Inc.

By: _____

City of Belpre

By: Brian Rhodes