

RESOLUTION NO. R-8-26

**A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO
ENTER INTO A LEASE AGREEMENT WITH THE
HUNTINGTON PUBLIC CAPITAL CORPORATION
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Avon, (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, pursuant to Resolution R-26-21, the city is authorized to make purchases through the Sourcewell Cooperative Purchasing Program under ORC Section 9.48(B)(2);

WHEREAS, Lessee (city) is duly authorized by applicable law to lease personal property, as needed, to carry out its governmental functions; and

WHEREAS, City Council hereby finds and determines that the execution of a lease-purchase agreement and all exhibits thereto in the principal amount not to exceed Two Hundred Sixty-Six Thousand, One Hundred Ninety-Seven Dollars and 08/100 (\$266,197.08) for the purpose of leasing a 2025 Kenworth T480V Snow Plow together with all attachments thereto, with the option to purchase the property designated as set forth herein, is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, Huntington Public Capital Corporation or an affiliated or related entity, (the “Lessor”), shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State; and

WHEREAS, Council, having reviewed the Lease, finds it to be in the best interest of the health, safety, and welfare of the citizens of Avon that the Finance Director be authorized to enter into a Lease Agreement with Huntington Public Capital Corporation or related entities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO:

Section 1 – That the Director of Finance, (“Authorized Representative”) acting on behalf of the City of Avon, the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver a Property Lease in substantially the form set forth herein, which document is available for public inspection at the office of the Lessee, for a 2025 Kenworth T480V Snow Plow together with all attachments thereto, through the Sourcewell cooperative purchasing organization (See Exhibit A). The Authorized Representative, acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Property Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Property Leases are hereby authorized.

Section 2 – That by a written instrument signed by an Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Property Lease on behalf of the Lessee.

Section 3 – That the aggregate original principal amount of the Property Lease shall not exceed the Principal Amount of Two Hundred Sixty-Six Thousand, One Hundred Ninety-Seven Dollars and 08/100 (\$266,197.08) and shall bear interest as set forth in the Property Lease and the Property Lease shall contain such options to purchase or prepay by the Lessee as set forth therein.

Section 4 – That Lessee's obligations under the Property Lease shall be subject to annual appropriation or renewal by City Council as set forth in the Property Lease and the Lessee's obligations under the Property Lease shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State. In addition, the funds necessary to meet the principal and/or interest payments under the Property Lease for the current fiscal year are hereby appropriated.

Section 5 - That it is 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 of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to purchase new equipment for the Street Department; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: April 13, 2026

DATE SIGNED: April 13, 2026

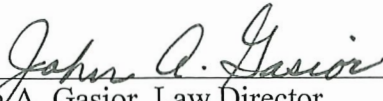
By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: April 14, 2026

Bryan K. Jensen
Bryan K. Jensen, Mayor

Resolution R-8-26 (Con't.)

APPROVED AS TO FORM:



John A. Gasior, Law Director

ATTEST:



Barbara Brooks, Clerk of Council

Posted: April 16, 2026

Electronically and at City Hall as
Provided by Council

Prepared By:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Resolution No. R-8-26, passed by the Council of said City on April 13, 2026.

IN WITNESS WHEREOF, I have on this 14th day of April 2026, affixed my signature and official seal.



Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

FORM OF OPINION OF COUNSEL

Dated: April 8, 2026

City of Avon, Ohio (Lessee)

-and-

Huntington Public Capital Corporation (Lessor)

Ladies and Gentlemen:

As legal counsel to City of Avon, Ohio ("Lessee"), we have examined (1) an executed counterpart of a certain Master Lease Agreement No. 17951 dated May 20, 2025, the Equipment Schedule No. 004 dated as of April 8, 2026 and all documents executed in connection therewith (collectively, the "Agreement") by and between Huntington Public Capital Corporation ("Lessor"), as Lessor, and Lessee, which among other things provides for the lease of, sale to and purchase by Lessee of certain property described in the Agreement (the "Equipment"); (2) an executed counterpart of the ordinance or resolution of Lessee which among other things authorizes Lessee to execute the Agreement; (3) the applicable income tax regulations of the Internal Revenue Code of 1986 (the "Code"), including particularly Sections 103 and 148 of the Code and Regulations Section 1.148-2 and 1.148-8 (the "Regulations") and Sections 141 to 149, and Section 265 of the Code, (4) the representations, warranties, and covenants contained in the Agreement with Lessee (and I know of no reason for such representations, warranties, and covenants to be false or untrue, and we are assured of their veracity, and rely on such veracity in rendering the following opinions), and (5) such other opinions, documents and matters of laws as we have deemed necessary in connection with the following opinions. If applicable, the term "Agreement" as used in this opinion shall include any Escrow Agreement executed by Lessee and Lessor related to the Agreement described above.

Based on the foregoing, we are of the following opinions:

- (1) Lessee is a political subdivision, duly organized and existing under the laws of the state of Ohio (the "State"), is a state or political subdivision as such terms are used in Section 103 of the Internal Revenue Code of 1986 (the "Code"), and is a governmental unit within the meaning of Section 148(f) of the Code;
- (2) The Agreement is in registered form, within the meaning of Section 149 of the Code, is not a private activity bond as defined in Section 141 of the Code, is a qualified tax exempt obligation as the term is used in Section 265(b) of the Code, and is qualified for the exception from certain rebate requirements contained in Section 148(f) of the Code
- (3) Lessee has the requisite power and authority to purchase the Equipment, to execute and deliver the Agreement, to enter into the transactions contemplated by the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, and equitable principles;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws, and no approval or consent is required from any governmental authority with respect to the entering in or performance by Lessee of the Agreement and the transactions contemplated thereby, or if any such approval is required, it has been duly obtained;
- (6) There is no proceeding, pending or threatened, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment;
- (7) Lessee has sufficient moneys available to make all Lease Payments required to be paid under the Agreement during the current Fiscal Year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with all applicable laws;
- (8) The interest portion of the Lease Payments to be made by Lessee pursuant to the Agreement are excludible from gross income for federal income tax purposes;

(9) The Agreement is in accordance with and does not violate the usury laws of the State; and

(10) The Agreement is not an "arbitrage bond" as defined in the Code and Regulations.

It is understood and agreed that counsel for Lessor may rely on this opinion in rendering any opinion as to the exclusion from gross income for Federal income tax purposes of the interest component of payments made by Lessee to the recipient thereof pursuant to the Agreement, and may attach a copy of this opinion to their opinion.

The opinions herein are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinion to reflect any facts or circumstances that may hereafter come to our attention or to reflect changes in law that may hereafter occur or become effective. Moreover, our opinion is not a guarantee or assurance of any financial or economic result.

Lessor, its assignee and any of their assigns may rely upon this opinion subject to the following: (a) we have not been engaged to act, and have not acted, as counsel to Lessor, its assignee or any of their assigns in connection with the above matters; and (b) no attorney-client relationship exists, and no attorney-client relationship has at any time existed, between us and Lessor, its assignee or any of their assigns by virtue of this opinion letter.

Respectfully submitted,

By: _____



8200 Tyler Blvd. Suite H • Mentor, Ohio 44060
Phone (440) 357-5344 • 800-942-ROAD (7623) • Fax (800) 357-1942
For more information visit www.concordroadequipment.com

Ready To Work Trucks

Kenworth® T480



ABOUT THE KENWORTH® T480

Concord's KENWORTH T480 SINGLE AXLE CLASS 8 CAB & CHASSIS with Installed Dump Body/Snow & Ice Control Equipment Package is turn key option ready to be put to work.

STANDARD EQUIPMENT

- Specification Stock Number: 90402
- Kenworth® T480 Single Axle Class 8 Cab & Chassis with Installed Dump Body/Snow & Ice Control Equipment Package
- Concord® Patriot SDS Series 304, 2B, Stainless Steel Dump Body
- Pintle Tow Hitch Plate (Optional Pintle Hook Available)
- Bosch® Rexroth Six (6) Circuit Load Sensing Pressure Compensated Central Hydraulic System
- Mud Flaps & Brackets
- Electric Over Hydraulics - Plow, Hoist, Spreader, Spinner, and Prewet Controls
- Warning Light System - Six (6) Amber Light Heads
- Chassis Mounted Snowplow Hitch - TTN-400, Low Profile Offset Lift Hitch, with Drop Pin Plow Receiver

OPTIONS (not included)

- Heavy-Duty Municipal Snowplows
- Snow And Ice Control Spreaders
- Liquid Pre-Wet Systems
- And More.....
- Contact your Concord and/or Buyers Products Sales Representative.

DETAILED TECHNICAL SPECIFICATIONS AVAILABLE UPON REQUEST

PART NO.	PRODUCT DESCRIPTION
90402	Concord Spec Truck - Kenworth® T480



KENWORTH®

Kenworth of Canton
A Division of Hissong Group, Inc.

Kenworth of Canton
3350 Bruening Ave SW
Canton, OH 44706
Ph: 330-456-4496
Fax: 330-456-3343
Toll Free: 888-844-4422

City of Avon
35400 Schneider Court
Avon, Ohio 44011

2/10/2026

We are pleased to quote you a new 2025 Kenworth T480V with Concord Road Equipment.

One, new 2025 Kenworth T480V Cab and Chassis with a Vocational Hood with extended Front Frame Rails and Concord Ready to Work Snow and Ice Equipment, as per specifications.

1 year/Unlimited miles, Base Warranty;	\$ INCLUDED
24months/250K/6250hrs.Cummins Engine Warranty;	\$ INCLUDED
5 years/100K Base Emissions Warranty;	\$ INCLUDED

TOTAL; \$248,874.41

OPTIONS;

Snowplow, as per specifications; \$ 10,453.98

Under-tailgate Salt Spreader, as per specifications; \$ 6,618.69

Total with all options \$265,947.08

Sourcewell Contract #032824-KTC

Please call me with any questions,

Thank you,
Christopher West



KENWORTH®

Kenworth of Cleveland
A Division of Hissong Group, Inc.

Territory Account Manager

Office: (440) 695-8800

Cell: (440) 371-1154

Cwest@HissongKW.com

www.hissonggroup.com

*gave to steve
2/11/26*

This quote is good for 30 days from Date on quote.

HISSONG GROUP PURCHASE AGREEMENT

PG: 1 of 2

KENWORTH OF RICHFIELD
2890 BRECKSVILLE RD
RICHFIELD, OH 44286
PH: 800-362-7490



KENWORTH OF COLUMBUS
4039 LYMAN DR
HILLIARD, OH 43026
PH: 800-589-9400

KENWORTH OF CLEVELAND
4850 TRANSPORTATION DR
SHEFFIELD VILLAGE, OH 44054
PH: 833-383-2631

KENWORTH OF CANTON
3350 BRUENING AVE SW
CANTON, OH 44706
PH: 888-844-4422

KENWORTH OF ASHLAND
1020 GEORGE RD
ASHLAND, OH 44805
PH: 855-281-1020

KENWORTH OF ZANESVILLE
3925 ALL AMERICAN WAY
ZANESVILLE, OH 43701
PH: 888-457-0320

PURCHASER:	City of Avon			DATE:	02/25/26		
ADDRESS:	36080 Chester Road		CITY:	Avon	STATE:	OH	ZIP:
COUNTY:	Lorain	PHONE:		CELL:	440-552-9367		
MAKE:	Kenworth	MODEL:	T480V	YEAR:	2025	ENGINE MANUFACTURER:	Cummins
SERIAL #:	TBD	LOT #:	TBD	NEW:	XX	USED:	
				ORDER:			

PRICES ON ORDERED TRUCKS ARE SUBJECT TO CHANGE AS STATED IN CONDITION #2 ON PAGE #2

CT #:

PRICE INCLUDES: 1 UNITS @ \$265,947.08 = \$265,947.08

1	Price includes:	
2	Snow Plow per specs	
3	Under-Tailgate Salt Spreader per specs	
4	Also can reference quote titled to City of Avon dated 2-10-26	
5		
6		
7		
8		

		SUBTOTAL 1:	\$265,947.08
R0042123	TOTAL FET:	\$0.00	
		\$250 PER DOCUMENT FEE:	\$250.00
		MISC:	\$0.00
		SUBTOTAL 2:	\$266,197.08
CUST TO PROVIDE PROOF OF EXEMPTION	EXEMPT ?	YES	
SALES TAX BASE (IF APPLICABLE):	\$266,197.08	NET TRADE ALLOWANCE:	\$0.00
GROSS TRADE ALLOWANCE	\$0.00	SUBTOTAL 3:	\$266,197.08
BALANCE OWED	\$0.00	SALES TAX @:	0.00%
NET TRADE ALLOWANCE	\$0.00	ADDITIONAL FET (IF APPLICABLE):	\$0.00
		NET SUBTOTAL:	\$266,197.08

ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY

DESCRIPTION	TRADE ?	YES:	NO:	X	PURCHASE ORDER #:	
YEAR:		MAKE:		MODEL:	RECEIPT #:	DATE
SERIAL #:		ENG:		CONV:		DEPOSIT
LEINHOLDER:		COE:				
ADDRESS:		T.A.:				
CITY:		S.A.:				
PHONE:		SLPR:			TOTAL DEPOSIT	\$0.00
TITLE STATE:		VERIFIED BY:		NON-SLPR:	CASH DUE ON DELIVERY	\$266,197.08
APPRaiser:		GOOD UNTIL:			UNPAID CASH BALANCE:	\$266,197.08

THIS TRUCK SOLD:

- ☒ WITH MANUFACTURERS STANDARD NEW TRUCK WARRANTY
- ☐ WITH WARRANTY FOR 30 DAYS FROM DATE OF DELIVERY AS FOLLOWS: - 50% DISCOUNT ON PARTS AND 50% DISCOUNT ON LABOR (OUR GARAGE ONLY).
- ☐ AS IS - I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE, EXPRESSED OR IMPLIED, BY THIS DEALER OR THEIR AGENT

This contract is not assignable and not cancelable and all terms and conditions of this sale are contained on this page and page number two and the terms on page number two of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement. The customer certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above. The undersigned purchaser acknowledges that he has read and understands the conditions and terms of this contract as it appears on this and page number two and has received a copy of this order executed herewith.

CUSTOMER SIGNATURE	X:	CUSTOMER SIGNATURE	X:
THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM / ITEMS.		PRINTED NAME:	
THIS ORDER NOT BINDING UNTIL ACCEPTED BY MANAGEMENT		TITLE:	
ACCEPTED BY:		SALESMAN:	Chris West
		BIC:	

HISSONG GROUP PURCHASE AGREEMENT

PG: 2 of 2

KENWORTH OF RICHFIELD
2890 BRECKSVILLE RD
RICHFIELD, OH 44286
PH: 800-362-7490



KENWORTH OF COLUMBUS
4039 LYMAN DR
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ASHLAND, OH 44805
PH: 855-281-1020

KENWORTH OF ZANESVILLE
3825 ALL AMERICAN WAY
ZANESVILLE, OH 43701
PH: 888-457-0320

1. All terms and conditions of this sale are written and appear on this and on the Buyer's Order and no verbal understanding or promises whatsoever are a part of this agreement.
2. The Manufacturer(s) have reserved the right to change the list price of new trucks without notice and in the event that the list price of a new truck ordered in the Purchase Order is so changed, the cash delivered price shall be based on the list price in effect on the day of delivery. Additionally, any surcharges added by Manufacturer(s) will be added to delivered price of the vehicle.
3. This Purchase Order, pending approval of financing constitutes a firm and bound purchase of the equipment as described in the annexed Buyer's Order. All expenses incurred by seller for excise, sales, consumption and occupational taxes not included in the price on the Buyer's Order and at anytime determined to be due and payable in respect of said goods will be paid to the seller in addition to the price on the reverse side.
4. Upon failure of purchaser to complete said purchase for any reason other than that mutually agreed upon and specified in writing on the Buyer's Order, the cash deposit may be retained and liquidated as damages for breached contract.
5. The vehicle traded in is to be delivered by the customer to the dealer in substantially the same condition as when it was appraised. If any substantial change in condition has occurred, the truck shall be reappraised and the agreement changed to the extent of the amount of the difference in appraisal. With trade-in the purchaser shall deliver to the dealer an assigned certificate of title or other legal and sufficient evidence of ownership.
6. The Manufacturer reserves the right to make changes in the model, design, or specifications of any ordered truck as may be necessary for the manufacture of said truck.
7. Dealer shall not be liable for delays caused by Manufacturer, accidents, strikes, or other cause beyond the control of Dealer.
8. It is expressly agreed that there are no warranties, express or implied, made by either Dealer or Manufacturer except as follows:
 - a. The only warranty extended to the original buyer of a vehicle by Dealer shall be limited to the prevailing published warranties of the Manufacturer of vehicle or Manufacturer of components.
 - b. Unless otherwise written and duly authorized, used vehicles are sold on an "AS IS BASIS" and are subject to no warranty, guarantee or representation. No warranty or representation is made as to mileage, condition, previous use, or reconditioning of said vehicle regardless of condition or appearance. Dealer, or its representatives, are not making any representations that this unit is suitable, for any certain function or task. Unless otherwise agreed, by signing this purchase agreement, Buyer is accepting this unit with all defects, whether they are known or unknown to the Dealer. Unless otherwise agreed, Buyer understands that if there is anything wrong with this unit after Buyer accepts delivery of it, Buyer and not the Dealer are responsible for any and all repairs.
 - c. If so provided for in this document, used truck warranties extend for a period of 30 days from the date of delivery and are limited to the following: 50% discount on parts and 50% discount on labor. Any repairs made under this used truck warranty must be performed by a Hissong Group Dealer location. Buyer's portion of repair bill shall be on a cash basis and must be paid upon completion of repair and before release of vehicle.
9. Buyer agrees to indemnify and hold Dealer and its officers, managers, members, affiliates, successors and assigns harmless from and against all losses, liabilities, costs, obligations, damages, deficiencies and expenses (including reasonable attorneys' fees and related costs) of whatsoever kind, description of nature which may be sustained, incurred, or suffered by it or them as a result of or relating to its use and operation of the vehicle sold hereunder.
10. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Ohio, as applied contracts made and to be performed in that state, without regard to conflicts of law principles.
11. If a dispute should arise between the parties with respect to their obligations under this Agreement, either party may demand that the dispute be settled by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Summit County, Ohio. The award of the arbitrator shall be final and binding. This procedure shall be the exclusive means of settling any disputes that may arise under this Agreement.