REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 21, 2017
7:30 PM
COMMISSION CHAMBER – 2ND FLOOR
201 WEST WATER STREET
PIQUA, OHIO  45356

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
ANNOUNCEMENTS

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the February 7, 2017 Regular City Commission Meeting

2. RES. NO. R-23-17
   A Resolution reappointing a member to the Downtown District Design Review Board

3. RES. NO. R-24-17
   A Resolution reappointing a member to the Downtown District Design Review Board

4. RES. NO. R-25-17
   A Resolution reappointing a member to the Downtown District Design Review Board

5. RES. NO. R-26-17
   A Resolution reappointing one member to the Energy Board

6. RES. NO. R-27-17
   A Resolution reappointing one member to the Energy Board

7. RES. NO. R-28-17
   A Resolution reappointing a member to the Civil Service Commission

8. RES. NO. R-29-17
   A Resolution reappointing a member to the Civil Service Commission

9. RES. NO. R-30-17
   A Resolution appointing a member to the Civil Service Commission

10. RES. NO. R-31-17
    A Resolution reappointing a member to the Tree Committee

11. RES. NO. R-32-17
    A Resolution reappointing a member to the Miami County Community Action Board

OLD BUSINESS

12. ORD. NO. 1-17 (3rd Reading)
    An Ordinance to vacate a portion of Public Right-Of-Way
NEW BUSINESS

13. ORD. NO. 2-17 (1st Reading)
   An Ordinance amending Sections 94.01 and 94.02 of the Piqua Code, relating to Green Fees and Full-Season Membership for the Municipal Golf Course

14. ORD. NO. 3-17 (1st Reading)
   An Ordinance repealing existing Chapter 33.02 and enacting a new Chapter 33.02 of the Piqua Code, relating to employment conditions and repealing existing Chapter 33.08 and enacting a new Chapter 33.08 of the Piqua Code, relating to Employee Insurance

15. RES. NO. R-33-17
   A Resolution authorizing the purchase of 401 E. Ash Street, and adjacent land, Parcels No. N44-250185, N44-250180, N44-250070, N44-250188

16. RES. NO. R-34-17
   A Resolution authorizing the sale of City owned real estate

17. RES. NO. R-35-17
   A Resolution authorizing the sale of City owned real estate

18. RES. NO. R-36-17
   A Resolution authorizing the City Manager to accept property

19. RES. NO. R-37-17
   A Resolution to pay Piqua Materials, Inc. for the removal of lime on donated property for the Wastewater Plant

20. RES. NO. R-38-17
   A Resolution requesting authorization for the purchase of automated algae testing equipment

21. RES. NO. R-39-17
   A Resolution requesting authorization for the purchase of a new pump for the Ziegler Road Booster Pump Station

22. RES. NO. R-40-17
   A Resolution requesting authorization for the installation of a new pump for the Ziegler Road Booster Pump Station

23. RES. NO. R-41-17
   A Resolution strongly opposing the State of Ohio Governor’s proposed 2018-2019 budget, which proposes centralized collection of net profit tax returns and other disastrous provisions, as detrimental to Local Governments and which will result in further significant loss of revenue needed to support the health, safety, welfare, and Economic Development efforts of Ohio’s Communities, and declaring an Emergency

24. RES. NO. R-42-17
   A Resolution authorizing a purchase order to John Deere Company for the purchase of lawn mowers for the Public Works Department-Streets and Parks

25. RES. NO. R-43-17
   A Resolution authorizing a purchase order to Lebanon Ford for the purchase of two Ford Police Interceptor Utility Vehicles and two Ford Police Interceptor Sedans

26. RES. NO. R-44-17
   A Resolution authorizing a purchase order to the KE Rose Company for purchase and installation of specialized equipment in Police vehicles

PUBLIC COMMENT
(This is an opportunity for citizens to address the City Commission regarding agenda items, issues, or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager’s office.)

CITY MANAGER’S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
Tuesday, February 7, 2017 7:30 P.M.

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hinds called the meeting to order. Also present were Commissioners Terry, Wilson, Vogt, and Martin. Absent: None. Motion carried unanimously.

ANNOUNCEMENTS

Past John Scott of True Vine Church, came forward and spoke on the importance of Black History Month and what it represents. Mayor Hinds thanked Pastor Scott and his wife for all the things they do in the community.

Consent Agenda

Approval of Minutes
Approval of the minutes from the January 17, 2017 Regular Piqua City Commission Meeting


OLD BUSINESS

Ord. No. 1-17 (2nd Reading)
An Ordinance to vacate a portion of Public Right-of-Way

Justin Sommer, Assistant City Manager/Economic Development Director provided the Staff Report.

A petition requesting the vacation of a portion of platted right of way known as an alley located north of South Street and west of College Street, has been submitted for consideration. The Planning Commission conducted a public hearing, Jim Hiegel, Washington Township Trustee came forward stating the Trustees had no problem with the vacation of the alley. The Planning Commission recommended approving the request to vacate the portion of public right of way at this time.

Public Comment

No one came forward to speak for or against Ordinance 1-17 at this time.

Ordinance No. 1-17 was given a second reading.

NEW BUSINESS

RES. NO. R-17-17

A Resolution authorizing a three year lease with the Piqua Adult Softball League

Stacy Wall, Law Director provided the Staff Report.

The Piqua Adult Softball League has expressed their desire to renew their lease with the City of Piqua. The Piqua Adult Softball League uses the field at Lower Mote Park. The lease fee is a $1.00 per year, and the lease will extend for a period of three years beginning March 1, 2017 through the end of February, 2020.
Public Comment

No one came forward to speak for or against Resolution No. R-17-17

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-17-17 be adopted. Voice vote, Aye: Terry, Vogt, Wilson, Martin, and Hinds. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-17-17 adopted.

RES. NO. R-18-17
A Resolution authorizing a three year lease with Piqua Braves Youth Baseball

Stacy Wall, Law Director, provided the Staff Report.

This is a new lease between the City of Piqua and the Piqua Braves Youth Baseball of Piqua. The Piqua Braves Youth Baseball will be leasing the baseball field at Upper Mote Park. The lease fee will be $1.00 per year, and the lease will be for a three year period beginning March 1, 2017 through the end of February, 2020.

Commissioner Terry voiced her concern about the Piqua Braves Youth Baseball League being the only ones allowed to use the baseball field at Upper Mote. What about the neighborhood kids?

Ms. Wall provided additional information.

All Commissioners voiced their concerns regarding the use of the Upper Mote Park baseball field by anyone other than the Braves Baseball League, how it would be supervised, and maintained.

City Manager Huff provided additional information on the use of the ball field.

Public Comment

No one came forward to speak for or against Resolution No. R-18-17.


RES. NO. R-19-17
A Resolution authorizing a purchase order to Baker Vehicle Systems Inc. for the purchase of a large area rotary mower for Echo Hills Golf Course

Assistant City Manager/Finance Director Cynthia Holtzapple provided the Staff Report.

The City plans to replace a 2003 Jacobsen 511 mower that was purchased in 2007. It is currently being used to mow the rough grass on the course. This piece of equipment has been scheduled for replacement in 2017. The mower being replaced will be sold on Govdeals and this will help recoup some of the cost of the new mower.

Commissioner Wilson asked why the lowest bidder was not chosen.

City Manager Huff explained the reason.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-19-17 at this time.

RES. NO. R-20-17
A Resolution authorizing the City Manager to enter into a Right of Entry Indemnity Agreement with CSX Transportation, Inc. for the painting of the CSX Railroad Bridge over US Route 36

Stacy Well, Law Director, provided the Staff Report.

In August of 2016, the Commission approved by a vote of 3-2 the bid contract with APBN Inc. to paint the railroad bridge at a cost of $221,000, which included a 10 percent contingency, pending the agreement with CSX. APBN has continued to hold that bid price for the city. APBN is currently awaiting approval on railroad insurance before beginning the project, once that has been secured, the project is expected to take place in April and should take about two weeks to complete. The bridge will be painted "Piqua blue" and will not feature any logos.

The cost of the agreement is not to exceed $54,600 which includes the cost of having a CSX inspector on site the entire time the bridge is being painted. This cost may go down and the city might receive a refund of some of this, but are required to pay the full amount up front. The agreement was previously tabled for further negotiations between legal counsel, but has since been resolved, stated Ms. Wall.

Both Commissioner Martin and Commissioner Vogt referenced the City’s code enforcement, such as houses that need painting, and the city completes the work and bills the cost to the property owner or puts it on the property taxes. Commissioner Vogt further stated, "we’re perpetuating a double standard, if my house needs painted, your not going to paint my house". Ms. Wall addressed Commissioner Vogt’s comment about the double standard stating the city has tried numerous outlets to attempt to hold CSX accountable for their bridge. CSX is regulated by the federal government and does not have to abide by local or state code enforcement.

City Manager Huff stated the CSX has indicated to them that their only concerned about the structural integrity of the bridges and not the appearance. This is probably the only way we are going to get the bridge painted.

Commissioner Martin asked what was stopping the city from painting the bridge without the agreement. Ms. Wall stated the city would be entering federal private property, and they would run into criminal issues of trespassing and property damage. Ms. Wall stated that she was not comfortable discussing the issue, but she advised against those actions.

Commissioners voiced their concerns regarding the reason the city has to foot the bill for painting the CSX Bridge and not CSX. Ms. Wall provided additional information on the issue.

Mayor Hinds stated painting the bridge was needed for the city’s "self-esteem, it catches your eye, it is the entryway to our city!"

PUBLIC COMMENT

John Irmscher, a developer came forward and addressed the issue of the state of the bridge. By painting the bridge it sends a message that the city is investing in the improvement of the community.

Ruth Koon, Park Avenue, came forward representing the Beautification Committee of MainStreet Piqua, and that the Beautification Committee unanimously approved of painting of the bridge.

Ms. Koon stated "It looks like we don’t care, we need to look at the bigger picture, and that is to improve our image.” Ms. Koon encouraged the Commissioners to move forward with painting of the bridge.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-20-17 be adopted. Roll call vote, Aye: Wilson, Terry, and Hinds. Nay: Martin and Vogt. Motion carried on a 3-2 vote. Mayor Hinds declared Resolution No. R-20-17 adopted.
RES. NO. 21-17
A Resolution authorizing the City Manager to enter into a contract with the Fishel Company to provide fiber installation, splicing, termination, and testing for the City.

Dean Burch, Information Technology Director provided the Staff Report.

On November 1, 2016 the City Commission approved Resolution R-118-16 which allowed the City Manager to enter into a contract with Aclara Technologies LLC to install an Advanced Meter Infrastructure for the water, wastewater, and electric utilities. Aclara’s infrastructure design includes connecting four Data Collector Units (DCU) to the city's fiber network ring. The City received three quotes and Fishel was chosen. The City has utilized the fiber splicing services of Fishel several times in 2016 and were very satisfied with the work quality, stated Mr. Burch.

PUBLIC COMMENT

No one came forward to speak at this time.


RES. NO. R-22-17
A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with the American Federation of State, County and Municipal Workers, Inc. (AFSCME), Ohio Council 8, Local 984 (Clerical)

Stacy Wall, Law Director provided the Staff Report.

The City of Piqua and the American Federation of State, County and Municipal Workers, Inc. (AFSCME), Ohio Council 8, Local #984 (Clerical) have negotiated a tentative collective bargaining agreement effective January 1, 2017 through December 31, 2018. This will provide the same 2% wage increase as other employees along with the health insurance. This will be a two-year contract rather than a three-year contract this time, stated Ms. Wall.

City Manager Huff stated they have negotiated six union contracts which is quite a task. Ms. Wall has done a fantastic job on these, and all are satisfied with the results of the contracts.

PUBLIC COMMENT

No one came forward to speak at this time.


PUBLIC COMMENT

No one came forward to speak at this time.

City Manager’s Report

City Manager Huff asked Justin Sommer Assistant City Manager/Economic Development Director to provide an update on various projects. Mr. Sommer provided a brief update on the Code Compliance issues, and the Community Center Campus Plans.
Commissioners Comments

Commissioner Wilson congratulated Kevin O'Reilly on his retirement.

Commissioner Terry also congratulated Kevin O'Reilly on his retirement.

Commissioner Vogt congratulated Kevin O'Reilly on his retirement.

Commissioner Martin congratulated Kevin O'Reilly on his retirement.

Mayor Hinds congratulated Kevin O'Reilly and wished him good luck on his retirement. Mayor Hinds also stated she wanted to thanked the O'Reilly family and his wife at home who have provided support and given up family time with him while he was at work.

Mayor Hinds stated she attended the State School Spelling Bee, provided a Proclamation to Piqua Catholic Schools, attended the Buckeye Trail Membership Drive, spoke to the Piqua Intermediate School Leadership Group, attended Edison State Basketball games, men's and women are both finalists. One of our local companies Atlantis is printing the Super Bowl shirts.

Mayor Hinds reminded citizens to check out the Community Calendar and to add their events.

MainStreet Piqua is hosting a Small Business Seminar on March 28, 2017 at 5:30 at the Piqua Chamber Office.

Mayor Hinds read a Proclamation proclaiming Friday, February 17th, 2017 as Green Out Day Honoring Our Military Veterans and Samuel F. Pearson Day in the City of Piqua.

Adjournment to Executive Session

Moved by Commissioner Martin, seconded by Commissioner Vogt, to adjourn into Executive Session at 8:30 P. M. to consider information related to economic development as further defined by the Ohio Revised Code Section 121.22 (G) (8), specifically to discuss confidential information related to the negotiations with another political subdivision respecting a request for economic development assistance provided or administered under Revised Code Chapter 1724 and that the Executive Session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project. Roll call vote: Aye, Terry, Hinds, Wilson, Vogt, and Martin.

Moved by Commissioner Martin, seconded by Commissioner Vogt to adjourn from the Executive Session at 9:51 P.M. Voice vote, Aye: Terry, Hinds, Wilson, Vogt, and Martin. Nay, None.


______________________________
KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION
RESOLUTION NO. R-23-17

A RESOLUTION REAPPOINTING A MEMBER TO THE DOWNTOWN DISTRICT DESIGN REVIEW BOARD

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Ann DeBrosse Comer is hereby reappointed as a member of the Downtown District Design Review Board for a three-year term to expire on March 1, 2020 or until her successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by_________________ seconded by_________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry


RESOLUTION NO. R-24-17

A RESOLUTION REAPPOINTING A MEMBER TO THE
DOWNTOWN DISTRICT DESIGN REVIEW BOARD

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Brenda Vetter is hereby reappointed as a member of the Downtown District Design Review Board for a three-year term to expire on March 1, 2020 or until her successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________
seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
RESOLUTION NO. R-25-17

A RESOLUTION REAPPOINTING A MEMBER TO THE DOWNTOWN DISTRICT DESIGN REVIEW BOARD

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Michael Sloan is hereby reappointed as a member of the Downtown District Design Review Board for a three-year term to expire on March 1, 2020 or until his successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________

REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by__________________
seconded by__________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ____________
Commissioner John Martin ____________
Commissioner William Vogt ____________
Commissioner Joseph Wilson ____________
Commissioner Judy Terry ____________
RESOLUTION NO. R-26-17

A RESOLUTION REAPPOINTING ONE MEMBER TO
THE ENERGY BOARD

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Greg Blankenship is hereby reappointed as a member of the Energy Board for a term to expire on March 1, 2022 or until his successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by________________________
seconded by________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
RESOLUTION NO. R-27-17

A RESOLUTION REAPPOINTING ONE MEMBER TO
THE ENERGY BOARD

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Roger Hartley is hereby reappointed as a member of the Energy Board for a term to expire on March 1, 2022 or until his successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: _________________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ______________________
seconded by ______________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
RESOLUTION NO. R-28-17

A RESOLUTION REAPPOINTING A MEMBER TO THE
CIVIL SERVICE COMMISSION

BE IT RESOLVED by the Commission of the City of Piqua, Miami County,
Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Mike Gutmann is hereby reappointed as a member of the Civil
Service Commission for a three-year term to expire on March 1, 2020 or until his
successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after
the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________

REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by____________________
seconded by__________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds  ________
Commissioner John Martin  ________
Commissioner William Vogt  ________
Commissioner Joseph Wilson  ________
Commissioner Judy Terry  ________
RESOLUTION NO. R-29-17

A RESOLUTION REAPPOINTING A MEMBER TO THE CIVIL SERVICE COMMISSION

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Alissa Blankenship is hereby reappointed as a member of the Civil Service Commission for a three-year term to expire on March 1, 2020 or until her successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

__________________________
KATHRYN B. HINDS, MAYOR

PASSED: ____________________

ATTEST: ____________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by ____________________
seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
RESOLUTION NO. R-30-17

A RESOLUTION APPOINTING A MEMBER TO THE CIVIL SERVICE COMMISSION

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Richard C. Feightner is hereby appointed as a member of the Civil Service Commission for a three-year term to expire on March 1, 2020 or until his successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by __________________________
seconded by __________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ______
Commissioner John Martin ______
Commissioner William Vogt ______
Commissioner Joseph Wilson ______
Commissioner Judy Terry ______
RESOLUTION NO. R-31-17

A RESOLUTION REAPPOINTING A MEMBER
TO THE TREE COMMITTEE

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Diane Hart is hereby reappointed as a member of the Tree Committee for a term to expire on 3/1/2021 or until her successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ________________________

ATTEST: ________________________

REBECCA J. COOL

The Motion to adopt the foregoing Resolution was offered by ________________________
seconded by ________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
RESOLUTION NO. R-32-17

A RESOLUTION REAPPOINTING A MEMBER TO THE MIAMI COUNTY COMMUNITY ACTION COUNCIL BOARD

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Nikki Reese is hereby appointed as a member of the Miami County Community Action Council Board for a term to expire on December 31, 2021 or until her successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

__________________________
KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL

The Motion to adopt the foregoing Resolution was offered by________________________
seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ____________
Commissioner John Martin ____________
Commissioner William Vogt ____________
Commissioner Joseph Wilson ____________
Commissioner Judy Terry ____________
ORDINANCE NO. 1-17

AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. R-140-16 declaring its intent to vacate a portion of public right of way known as an alley located north of South Street and west of College Street, as shown in Exhibit “A” attached hereto; and,

WHEREAS, a notice of the declaration of intent to vacate the subject right of way was served to the abutting property owners and published in the local newspaper; and

WHEREAS, the notice of the declaration of intent stated the time and place at which objections could be presented before the Planning Commission; and

WHEREAS, the Planning Commission met in open session and took public comment regarding the proposed public right of way vacation; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended approving the vacation of a portion public right of way known as an alley located north of South Street and west of College Street, as shown in Exhibit “A” attached hereto; and

WHEREAS, pursuant to Piqua Charter Section 98, vacation of public right of way must be adopted by Ordinance by this Commission.

NOW, THEREFORE, BE IT ORDAINED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: This Commission hereby takes the action necessary to authorize and approve the vacation of a portion public right of way known as an alley located north of South Street and west of College Street, as shown in Exhibit “A” attached hereto.

SEC. 2: The City Manager shall cause the affected portion of right of way to be vacated and all appropriate and necessary legal instruments supporting such action to be properly recorded.
SEC. 3:  This Ordinance shall take precedent over all prior Ordinances or Resolutions pertaining to the affected portion of the subject public right of way.

SEC. 4:  This Ordinance shall take effect and be in force from and after the earliest period allowed by law

1st Reading 1-17-17
2nd Reading 2-7-17

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________

REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by ____________________________
seconded by ____________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds  ____________
Commissioner John Martin  ____________
Commissioner William Vogt  ____________
Commissioner Joseph Wilson  ____________
Commissioner Judy Terry  ____________
**Commission Agenda**

**Staff Report**

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<th>MEETING DATE</th>
<th>January 9, 2017</th>
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<td>REPORT TITLE</td>
<td>AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY</td>
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| SUBMITTED BY | Name & Title: Chris Schmiesing, City Planner  
Department: Development Department |
| AGENDA CLASSIFICATION | ☒ Ordinance  
☐ Consent  
☐ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☐ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director;  
☒ City Planner |
| BACKGROUND | A petition requesting the vacation of a portion of platted public right of way known as an alley located north of South Street and west of College Street, has been submitted for consideration. The Planning Commission has conducted a public hearing and recommended approving the petitioner's request to vacate the subject portion of public right of way. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: 0  
Expenditure $: 0  
Source of Funds: N/A  
Narrative: The subject property is currently maintained by the petitioner. |
| OPTIONS | 1. Adopt the resolution to authorize the public right of way request for consideration.  
2. Defeat the resolution to reject the public right of way request for consideration. |
| PROJECT TIMELINE | December 2016 – City Commission; Intent to vacate  
January 2017 – Planning Commission; Public hearing  
February 2017 – City Commission; Vacation ordinance |
| STAFF RECOMMENDATION | Approve ordinance |
| REASON FOR SELECTING CONSULTANT/COMPANY | N/A |
| ATTACHMENTS | Petition documents; Cover letter, application, vacation plat drawing |
LETTER OF TRANSMITTAL FROM
BURKHARDT ENGINEERING COMPANY
28 NORTH CHERRY STREET
GERMANTOWN, OHIO 45327
PHONE: 937 388-0060 FAX: 937 716-2309
EMAIL: JTBURKHARDT@BURKHARDTINC.COM

TO: CHRIS SCHMIESING
CITY OF PIQUA
PLANNING & ZONING DEPARTMENT
201 WEST WATR STREET
PIQUA, OH 45356

FROM: JOHN BURKHARDT

SUBJECT: # 16.19| TRUE NORTH ENERGY, LLC / 600 SOUTH STREET / PIQUA, OHIO

DATE: 10 - 25 - 16

Chris,
Enclosed is the application for vacation of the 10' wide strip of land between the True North Energy site and the College Avenue right-of-way that we discussed.
I have also enclosed the application fee ($100) and a copy of the Vacation Plat for your review. We were not sure about the template for the Vacation Plat that was required, so please let me know if you need something different than the 8 ½ x 11 copy.

Also, let me know if you need anything else with this submittal to get the vacation process going.

Thanks,
John
APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

1. Applicant's Name: Burkhart Engineering Co. Phone: 937-398-0060
   Applicant's Address: 28 N. Cherry St., German Township, OH 45327

2. Owner's Name: True North Energy, LLC Phone: 440-792-4214

3. Type of legal interest held by applicant: Agent for Owner

4. Location of Public Right-Of-Way Vacation request: East Side (10' wide strip) of property located at 600 South Main St., West of College Street Right-of-Way

5. Describe the reason for the requested Vacation of Public Right-Of-Way: Land is currently not in use except for a drive approach & landscaping for True North Energy.

6. Property owners adjacent to Right-Of-Way to be vacated:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>True North Energy</td>
<td>10346 Brecksville Rd., Brecksville, OH</td>
<td>John T. Burkhart</td>
</tr>
<tr>
<td>(West Side) LLC</td>
<td>44141</td>
<td>Agent for Owner</td>
</tr>
<tr>
<td>East &amp; South sides</td>
<td>are Public Right-of-Way</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Applicant: John T. Burkhart Date: 10-25-16

*******OFFICE USE ONLY*************

$100.00 Fee Paid: Date Fee Paid: Res. No.
ORDINANCE NO. 2-17

AN ORDINANCE AMENDING SECTIONS 94.01 AND 94.02 OF THE PIQUA CODE, RELATING TO GREEN FEES AND FULL-SEASON MEMBERSHIP FOR THE MUNICIPAL GOLF COURSE

BE IT ORDAINED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Section 94.01 (Green Fees) and, Section 94.02 (Full-Season Membership) of the Piqua Code are hereby amended per Exhibit "A" attached hereto;

SEC. 2: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by_____________________ seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
## Commission Agenda

### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 21, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>AN ORDINANCE AMENDING SECTIONS 94.01 AND 94.02 FO THE PIQUA CODE, RELATING TO GREEN FEES AND FULL-SEASON MEMBERSHIP FOR THE MUNICIPAL GOLF COURSE</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Cynthia A. Holtzapple, Asst. City Manager &amp; Finance Director</td>
</tr>
<tr>
<td></td>
<td>Department: Finance</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>□ Consent</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>□ City Manager</td>
</tr>
<tr>
<td></td>
<td>□ Asst. City Manager/Development</td>
</tr>
<tr>
<td></td>
<td>□ Department Director</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>This Ordinance will allow us to implement a modest fee increase at Echo Hills Golf Course. These green fees and full-season membership rates have not been changed since 2008. This update will not affect “special” pricing that can be changed by the City Manager as needed (i.e. outings, limited memberships, etc).</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted$: N/A</td>
</tr>
<tr>
<td></td>
<td>Expenditure$: N/A</td>
</tr>
<tr>
<td></td>
<td><strong>Narrative:</strong> This will generate much needed revenue for the successful operations at the golf course. We request waiving the three reading rule so that the new rates can be effective with the opening of the season on March 1st.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve Ordinance 2-17 as presented.</td>
</tr>
<tr>
<td></td>
<td>2. Approve Ordinance 2-17 with changes.</td>
</tr>
<tr>
<td></td>
<td>3. Deny Ordinance 2-17 and offer staff an alternative.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The new rates will be implemented as soon as the Ordinance passes.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>We support the passage of this Ordinance so that we may stay competitive with other area golf courses while generating more revenue to support our operational costs.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>None</td>
</tr>
</tbody>
</table>
§ 94.01 GREEN FEES.

The charges for weekly, Saturday, Sunday, and holiday green fees at the municipal golf course shall be as follows:

(A) (1) Weekdays, 9 holes: $14.00 $15.00.
   (2) Weekdays, 9 holes, Senior (62 years or older by March 1): $12.00.
   (3) Weekdays, 9 holes, Junior (17 years or younger by March 1):

$12.00.

(B) Saturdays, Sundays and holidays, 9 holes: $16.00.

(C) (1) Weekdays, 18 holes: $29.00 $30.00.
   (2) Weekdays, 18 holes, Senior (62 years or older by March 1): $16.00.
   (3) Weekdays, 18 holes, Junior (17 years or younger by March 1):

$16.00.

(4) Weekdays before 3:00 p.m., 18 holes plus cart: $24.00 $25.00 per day.

(5) Weekdays, 18 holes, value coupon: coupon for 11 rounds - $180.00- $200.00.

(D) (1) Saturdays, Sundays and holidays (18 holes): $22.00 $23.00.
   (2) Saturdays, Sundays and holidays after 11:00 a.m., 18 holes plus cart: $27.00 $28.00 per day.
   (3) Saturdays, Sundays and holidays, value coupon: coupon for 11 rounds - $240.00 $250.00.

(4) Saturdays, Sundays and holidays after 21:00 p.m. Junior (17 years or younger by March 1), 9 holes: $14.00 $12.00. 18 holes: $15.00 $16.00.

(E) Cart Fees:
   (1) 18 holes - $12.00/person (which includes tax).
   (2) 9 holes - $7.00/person (which includes tax).
   (3) 18 hole value coupon: coupon for eleven 18 hole rounds - $120.00.

(4) 9 hole value coupon: coupon for eleven 9 hole rounds - $70.00.

(F) Driving Range: $3.00 $4.00 per bucket of golf balls.

(G) Driving Range: $50.00 for twenty buckets of golf balls purchased at one time.

(H) Driving Range: $20.00 $24.00 for eight buckets of golf balls purchased at one time.

(I) Driving Range: $1.00 for “Warm-up Bucket” with 12 golf balls.

(J) Special promotional rates: Special lower rates for daily greens fees, driving range fees and cart rental may be charged if recommended by the Golf Advisory Board and approved by the City Manager. Special promotional rates may not exceed those rates established above. When approved, special promotional rates shall include the cost, the period of time for which the rates are available and any special conditions associated with the special promotion.

(‘97 Code, § 90.01) (Ord. 36-83, passed 10-17-83; Am. Ord. 34-98, passed 9-21-98; Am. Ord. 7-99, passed 2-15-99; Am. Ord. 35-99, passed 11-1-99; Am. Ord. 4-02, passed 2-19-02; Am. Ord. 3-03, passed 2-18-03; Am. Ord. 13-03, passed 6-16-03; Am. Ord. 2-04, passed 1-20-04; Am. Ord. 22-05, passed 12-19-05; Am. Ord. 38-08 passed 1-5-09)
§ 94.02 FULL-SEASON MEMBERSHIP.

(A) Each full-season membership fee at the municipal golf course shall be charged as follows:

(1) Limited membership.

(a) Single adult: $415.00 plus $6.00 per day.

(b) Senior (62 years or older prior to March 1): $365.00 plus $6.00 per day.

(c) Junior (under 18 years old by March 1): $115.00 plus $5.00 per day.

(d) Young Adult (18-23 years old by March 1): $210.00 plus $6 per day.

(e) All members shall pay an additional $1.00 fee for play on weekends and holidays.

(2) Unlimited membership.

(a) Single adult: $825.00.

(b) Adult husband and wife: $1,350.00.

(c) Senior (62 years or older by March 1): $775.00.

(d) Senior husband and wife (both must be 62 or older by March 1): $1,290.00.

(e) Junior (Under 18 years old by March 1): $330.

(B) Unlimited membership fees shall be discounted $25 if paid in one payment prior to April 15.

(C) notwithstanding the rates set forth above, all or a portion of membership fees may be refunded for good cause shown (death, illness, relocation, and the like). Written application for a refund shall be made to the Golf Control Board, who shall submit a recommendation to the City Manager, whose decision shall be final.

(D) Special promotional membership rates: Special lower rates for early payment of membership fees may be charged if recommended by the Golf Advisory Board and approved by the City Manager. Special promotional membership rates may not exceed those rates established above. When approved, special promotional membership rates shall include the cost, the period of time for which the rates are available and any special conditions associated with the special promotion. No adjustment shall be made to either the rate or the number of available limited memberships described in subsection (A)(1)(e) above.

(‘97 Code, § 90.02) (Ord. 36-83, passed 10-17-83; Am. Ord. 8-97, passed 2-17-97; Am Ord. 7-98, passed 2-16-98; Am. Ord. 7-99, passed 2-15-99; Am. Ord. 4-02, passed 2-19-02; Am. Ord. 3-03, passed 2-18-03; Am. Ord. 2-04, passed 1-20-04; Am. Ord. 20-04, passed 11-1-04; Am. Ord. 22-05, passed 12-19-05; Am. Ord. 38-08 passed 1-5-09)
ORDINANCE NO. 3-17

AN ORDINANCE REPEALING EXISTING CHAPTER 33.02 AND ENACTING A NEW CHAPTER 33.02 OF THE PIQUA CODE, RELATING TO EMPLOYMENT CONDITIONS AND REPEALING EXISTING CHAPTER 33.08 AND ENACTING A NEW CHAPTER 33.08 OF THE PIQUA CODE, RELATING TO EMPLOYEE INSURANCE

BE IT ORDAINED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Existing Chapter 33.02 (Employment Conditions) of the Piqua Code is hereby repealed;

SEC. 2: Chapter 33.02 (Employment Conditions) of the Piqua Code (appended hereto) is hereby enacted;

SEC. 3: Existing Chapter 33.08 (Employee Insurance) of the Piqua Code is hereby repealed;

SEC. 4: Chapter 33.08 (Employee Insurance) of the Piqua Code (appended hereto) is hereby enacted;

SEC. 5: This Ordinance shall take effect and be in force from and after the earliest date allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by__________________
seconded by__________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds  __________
Commissioner John Martin  __________
Commissioner William Vogt  __________
Commissioner Joseph Wilson  __________
Commissioner Judy Terry  __________
<table>
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<th>MEETING DATE</th>
<th>February 21, 2017</th>
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<tbody>
<tr>
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<td>AN ORDINANCE REPEALING EXISTING CHAPTER 33.02 AND ENACTING A NEW CHAPTER 33.02 OF THE PIQUA CODE, RELATING TO EMPLOYMENT CONDITIONS AND REPEALING EXISTING CHAPTER 33.08 AND ENACTING A NEW CHAPTER 33.08 OF THE PIQUA CODE, RELATING TO EMPLOYEE INSURANCE</td>
</tr>
</tbody>
</table>
| SUBMITTED BY        | Name & Title: Elaine G. Barton, Human Resources Director  
Department: Human Resources |
| AGENDA CLASSIFICATION | □ Consent  
[ ] Ordinance  
□ Resolution  
□ Regular |
| APPROVALS/REVIEWS   | ☑ City Manager  
□ Asst. City Manager/Development  
□ Department Director  
□ Asst. City Manager/Finance  
□ Law Director  
□ Other: |
| BACKGROUND           | Currently, exempt employees are able to earn hour for hour of compensatory time after working 45 hours in a work week. The change to Chapter 33.02 will allow exempt employees to earn hour for hour of compensatory time after 40 hours in a work week but will still be capped at 240 hours which is non-compensable but allows time off only. The AFSCME Blue Collar and Clerical contracts included an increase in City paid life insurance from $50,000 to $75,000. The change in Chapter 33.08 will give the remainder of the employees (17) not already at $75,000 or above the same benefit. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: 33.02 included in appropriations  
Expenditure $: $765 for 33.08 employee insurance  
Source of Funds: Various |
| OPTIONS              | 1. Approve Ordinance No. 3-17  
2. Reject Ordinance No. 3-17 and provide staff with further direction  
3.  
4. |
| PROJECT TIMELINE     | At the earliest allowable date |
| STAFF RECOMMENDATION | Staff recommends that Ordinance No. 3-17 be adopted and would also ask that the Commission give consideration to suspending the three reading rule and adopting the Ordinance at the February 21, 2017 meeting |
| ATTACHMENTS          | Chapters 33.02 and 33.08 |
§ 33.02 EMPLOYMENT CONDITIONS.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under §33.15 of this chapter:

(A) Merit increases and performance ratings.

(1) Each of the pay ranges in Schedule A shall be divided into six steps, 1 through 6. The minimum time in grade for each step before the employee is eligible for a merit increase is as follows.

1 - one year  
2 - one year  
3 - one year  
4 - one year  
5 - one year  
6 - Top Step

(2) Each employee's performance will be rated by the employee's supervisor before the anniversary date the employee is eligible, by time in classification, for consideration for a merit increase. An employee must receive a performance rating of satisfactory or better to receive a merit increase. An employee denied a merit increase due to a less than satisfactory rating may request a reevaluation after 90 days from the denial of the merit increase.

(3) Performance ratings will also be considered as a factor in advancing probationary employees to regular status and for promoting or transferring employees into new classifications.

(4) Employees at the top step of their pay range will have their performance rated by their supervisor annually. An employee who receives two consecutive ratings of less than satisfactory may be demoted or discharged. Performance ratings, when completed, will be discussed with the employee. The employee is required to sign the performance rating as evidence of the fact that it has been reviewed. A copy will be given to the employee.

(B) Overtime pay. Non-exempt employees shall receive one and one-half their regular rate for all hours worked over 40 per week.

(1) The city may in its discretion grant compensatory time to non-exempt employees in place of cash overtime compensation, at the rate of one and one-half hours compensatory time for each hour of overtime worked, provided that the employee agrees in writing, before the performance of the overtime work, to compensatory time in place of cash overtime, and provided further that all FLSA compensatory time requirements are satisfied. No non-exempt employee may accumulate more than 240 hours of compensatory time.

(2) Exempt employees are exempt from overtime payment. However, such employees may receive compensatory time on an hour for hour basis for hours worked in excess
of 45 40 hours per week, upon the approval of the supervisor, department head or City Manager. No exempt employee may accumulate more than 240 hours of compensatory time. Any compensatory time not used before separation from employment shall be forfeited.

(C) Call-in pay. Non-exempt employees required to report to work at a time outside the employee's normal work day will receive a minimum of two hours pay at one and one-half the employee's regular rate of pay. If the call-in requires more than two hours of work, then the employee will be paid for the hours actually worked at one and one-half the employee's regular rate of pay.

(’97 Code, § 31.02)

(D) Probationary employees.

(1) New, rehired or promoted full-time employees will serve a one-year probationary period of close supervision and evaluation in order to assess their ability and adaptation. Probationary employment may be terminated at the will and discretion of the city without advance notice.

(2) The city may extend an employee's probationary period for a specified additional period when the city determines that an extension is necessary to thoroughly evaluate the employee's ability to perform the full scope of assigned duties in an effective and safe manner. In these cases, the employee will be advised in writing of the extended duration of the probationary period before the conclusion of the initial probationary period.

(E) At-will employment.

(1) Completion of a probationary period or conferral of regular employee status shall not change an employee's status as an employee-at-will, or in any way restrict the city's right to terminate such employee or change the terms and conditions of employment. Nothing contained in this or other city policies or other material provided to employees in connection with their employment shall require the city to have just cause to terminate that employee, or otherwise restrict the city's right to terminate an employee at any time for any lawful reason.

(2) An employee's at-will status shall not be modified by any statements made by any person or by any writing available to employees or applicants in connection with their employment. No document, whether singly or combined, shall create an express or implied contract concerning any terms or conditions of employment.

(Ord. 55-97, passed 10-20-97; Am. Ord. 57-91, passed 11-4-91; Am. Ord. 18-95, passed 5-15-95; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Ord. 21-09 passed 12-21-09, Am. Ord. 20-14, passed 12/16/14)
§ 33.08 INSURANCE.

The following provisions shall apply to all Schedule A employees except those covered under §33.15 of this chapter.

The city will provide health insurance benefits including dependent coverage. The benefits will include a high deductible health plan (HDHP) and, at the employee’s option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have “network” deductibles of $2,000 for individual coverage and $4,000 for employee + spouse, employee + child(ren), and family coverage.

(B) Employee HSA accounts will be funded by the City in the amount of $1,000 for individual coverage and $2,000 for employee + spouse, employee + child(ren), and family coverage for the 2017 plan year, by funding 1/12th of the annual total to be deposited the 1st of each month. Employee HRA accounts will be funded by the City in the amount of $1,000 for individual coverage and $2,000 for family coverage for the 2017 plan year, by funding the entire amount each year in January.

An employee may be reimbursed up to a maximum of $1,000 if on an employee + spouse, employee + child(ren), or family plan and $500 for a single plan each calendar year. The employee and not the family member must participate in the activities below to be eligible for the reimbursement.

Such reimbursement shall be based on participation in self-selected programs identified by the health insurance carrier as a wellness initiative.

Upon completion of an eligible program, the employee shall submit the required form and information to the Human Resources Director who will submit the request for reimbursement. All reimbursement checks will go to the employee’s HSA (or HRA) account and not directly to the employee.

<table>
<thead>
<tr>
<th>Eligible Activity</th>
<th>Amount Reimbursed</th>
<th>Special Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biometric Screening Event</td>
<td>$400</td>
<td>Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Health Risk Assessment</td>
<td>$100</td>
<td>Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Wellness Coaching</td>
<td>$100</td>
<td>Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Activity</td>
<td>Cost</td>
<td>Eligibility Details</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Registering on health insurance website</td>
<td>$100</td>
<td>Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Flu Shot</td>
<td>$100</td>
<td>Must be received at the City. Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Exercise</td>
<td>$100</td>
<td>90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR.</td>
</tr>
<tr>
<td>BP of less than 130/80</td>
<td>$200</td>
<td>To qualify for reimbursement, the employee must meet two of the three categories.</td>
</tr>
<tr>
<td>Cholesterol of less than 200 mg</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMI of less than 25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription Medications</td>
<td>$100</td>
<td>Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.</td>
</tr>
<tr>
<td>Prescription Medications</td>
<td>$50</td>
<td>Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.</td>
</tr>
<tr>
<td>Annual Basic Physical</td>
<td>$100</td>
<td>Eligible for reimbursement once each calendar year.</td>
</tr>
<tr>
<td>Cessation Program</td>
<td>$100</td>
<td>Employee must complete a program as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure.</td>
</tr>
<tr>
<td>Competitive Events</td>
<td>$50 - 5k, $100 - 10k; $200 -</td>
<td>The triathlon must include 3 events and at least a 5k run. The tough mudder and Spartan event must</td>
</tr>
</tbody>
</table>
triathlon; half marathon; $250 - tough mudder; Spartan event $350 – full marathon or larger include a minimum of a 10 mile course. Proof of registration and completion must be submitted. A maximum of $500 can be earned in this category by one event or any combination thereof per calendar year.

(C) The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will make every effort to maintain comparable coverage.

(D) Cost Sharing. For the 2017 plan year, an employee will contribute 15% of the City’s total cost of purchasing the employee’s HDHP and funding the employee’s HSA or HRA, by bi-weekly payroll deduction.

(E) Option Out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2017) of $2,000 for those eligible for employee + spouse, employee + child(ren), and family coverage and $1,000 for individual coverage.

(F) The city shall provide and pay the necessary premium for group life insurance in an amount equal to two times (not to exceed $180,000) base salary (as of January 1) for the following classifications: City Manager, Assistant City Manager, Finance Director, City Engineer, Utilities Director, Public Works Director, Power System Director, Human Resources Director, Health and Sanitation Director, Information Technology Director, Law Director, Economic Development Director, Police Chief and Fire Chief, $75,000 for exempt Manager/Supervisor positions, and $50,000 for all other employees.

(’97 Code, § 31.09) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Am. Ord. 9-04, passed 5-20-04; Am. Ord. 29-08, passed 12-15-08; Am. Ord. 21-09, passed 12-21-09; Am. Ord. 2-11, passed 4-5-11; Am. Ord. 15-11, passed 12-20-11; Am. Ord. 5-12, passed 2-21-12; Am Ord. 27-12, passed 12-18-12, Am. Ord. 1-14, passed 1-21-14, Am. Ord. 20-14, passed 12/16/14, Am Ord. 14-15, passed 12/15/15, Am. Ord.17-16 passed 12/20/16)
RESOLUTION NO. R-33-17

A RESOLUTION AUTHORIZING THE PURCHASE OF 401 E. ASH STREET, AND
ADJACENT LAND,
PARCELS NO. N44-250185, N44-250190, N44-250070, N44-250188

WHEREAS, Parcels No. N44-250185, N44-250190, N44-250070, N44-250188, 401 E. Ash St., Piqua, Miami County, Ohio, is the site composing approximately 1.4 acres known as Roosevelt Field House; and

WHEREAS, the Piqua City School District participated in the Historic East Piqua Community Center Campus Plan; and

WHEREAS, the Piqua City School Board will be meeting in open session to consider the sale to the City of Piqua of the property by Quit Claim Deed for $280,000.00; and

WHEREAS, 401 E. Ash Street is identified as a redevelopment opportunity by the Historic East Piqua Community Center Campus Plan and the acquisition of the property serves the needs of the City of Piqua.

NOW THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Manager is hereby authorized to purchase Parcel No. N44-250265 for an amount not to exceed $280,000.00 from the Piqua City School District substantially in accordance with the attached Purchase Agreement.

SEC. 2: The Finance Director certifies and warrants that the funds are available in the amount of $280,000.00.

SEC. 3: The purchase of the property is contingent upon the proper Resolution being approved by the Piqua Board of Education authorizing the sale of the property to the City of Piqua and upon the contingencies in the attached Purchase Agreement being satisfied.

SEC. 4: This Resolution shall take effect and be in force from the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED:

ATTEST: ____________________________

REBECCA I. COOL
CITY COMMISSION CLERK

The Motion to adopt the foregoing Ordinance was offered by ____________________________
seconded by ____________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hirds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 21, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE THE PROPERTY LOCATED AT 401 E. ASH STREET AND ADJACENT PROPERTY</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Justin Sommer, Assistant City Manager</td>
</tr>
<tr>
<td></td>
<td>Development Department</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Consent ☐ Ordinance ☑ Resolution ☐ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager ☑ Asst. City Manager/Finance</td>
</tr>
<tr>
<td></td>
<td>☑ Asst. City Manager/Development ☑ Law Director</td>
</tr>
<tr>
<td></td>
<td>☐ City Planner ☐ Planning Commission</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The subject property has been identified by the Historic East Piqua Community Center Campus Plan as a key parcel in regards to the redevelopment envisioned for this area. To effectively engage development interest in the project anticipated it is essential that a development entity, control the property. GPN, PIC, and other agencies and members of the community have expressed support for moving forward with this acquisition to advance the redevelopment goal for this property. Negotiations with the property have produced terms and conditions acceptable to both parties and resulted in a purchase agreement.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted $: 0</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: 280,000</td>
</tr>
<tr>
<td></td>
<td>Source of Funds: General Fund</td>
</tr>
<tr>
<td></td>
<td>Narrative:</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize the acquisition.</td>
</tr>
<tr>
<td></td>
<td>2. Defeat the resolution and deny the acquisition.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>February 21, 2017 – authorize purchase</td>
</tr>
<tr>
<td></td>
<td>Fall 2017 – execute purchase agreement</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed resolution.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>1. Resolution, purchase agreement, map</td>
</tr>
</tbody>
</table>
PURCHASE AGREEMENT BETWEEN THE PIQUA BOARD OF EDUCATION
AND THE CITY OF PIQUA, OHIO

This Agreement is hereby entered into this ____ day of February, 2017 between
the Piqua Board of Education, a public institution as organized under the Ohio Revised
Code, (“Seller”) and the City of Piqua, Miami County, Ohio, an Ohio municipal
corporation (“Purchaser”) for the sale of the property described in the attached legal
description (Ex. A) and identified as Parcel Nos. N44-250185, N44-250185, N44-
250070 and N44-250188, 401 E. Ash Street, Piqua, Miami County, Ohio 45360.

WHEREAS, the City Commission adopted Resolution No. R-33-17 on February
21, 2017, (Ex. B) whereby it authorized the City of Piqua to purchase Parcel Nos. N44-
250185, N44-250185, N44-250070 and N44-250188, identified as 401 E. Ash Street,
Piqua, Ohio, from the Piqua Board of Education; and

WHEREAS, the Piqua Board of Education approved the sale of the parcels to the
City of Piqua through a public meeting as it is authorized to sell to a government entity; and

WHEREAS, the purchase of the property is to facilitate the development of
Historic East Piqua in accordance with the Historic East Piqua Community Center
Campus Plan, in which the Piqua City Schools was a participating member.

NOW, THEREFORE, the parties hereto have executed this Agreement, which is
based on the terms and conditions as set forth below.

I. DESCRIPTION OF PROPERTY

The Piqua Board of Education owns approximately 1.4 acres at 401 E. Ash
Street, Piqua, Ohio. It is identified as Parcel Nos. N44-250185, N44-250185, N44-
250070 and N44-250188. It contains a structure commonly known as the Roosevelt
Field House.

The said real estate being transferred shall include the land, all appurtenant
rights, privileges and easements together with all buildings and fixtures in their present
condition. The City of Piqua agrees to accept the property “as is”. Since the City of
Piqua is accepting the property for the purposes of redevelopment in accordance with
the Historic East Piqua Community Center Campus Plan, it waives all inspections.

II. CONVEYANCE

The City of Piqua shall purchase the property to PIC in the amount of Two
Hundred Eighty Thousand and 00/100 Dollars ($280,000.00). The City shall record the
deed and complete any necessary paperwork for the transfer.
The purchase of the property is conditioned upon the property being approved for a Special Use by the Piqua Planning Commission. Said Planning Commission approved a Special Use for Elderly Housing on February 14, 2017 by Resolution No. 5-17.

The purchase of the property is further conditioned upon the parties agreeing that the west side of the bleachers on Wertz Stadium be demolished at no further expense to the Piqua Board of Education.

III. UTILITIES

The Piqua Board of Education shall pay through the date of possession, all incurred utility charges and any water, sewer or other charges that are or may become a lien.

V. CLOSING AND POSSESSION

The closing will be at a time and place mutually agreeable to the parties but no later than April 1, 2017. The Piqua Board of Education shall transfer possession of the premises to the City of Piqua at closing by a Quit Claim Deed with any and all liens being released.

IV. ENTIRE AGREEMENT

This offer, upon acceptance, constitutes the entire agreement between the parties. Any amendment hereto must be agreed upon by both parties and confirmed in writing.

In witness whereof, the parties have set their hands hereto this ___ day of February, 2017, before a notary public.

_____________________________________
Jeremie Hittle
Treasurer, Piqua City Schools

Sworn to and subscribed before me a Notary Public in and for Miami County, State of Ohio this ____ day of February, 2017, Jeremie Hittle, Treasurer for Piqua City Schools did come before me and execute this Purchase Agreement for 401 E. Ash Street, Piqua, Ohio.

_____________________________________
Notary Public

_____________________________________
City of Piqua
Gary A. Huff, City Manager

Sworn to and subscribed before me a Notary Public in and for Miami County, State of Ohio this ____ day of February, 2017, that Gary A. Huff, City Manager for the City of Piqua, did come before me and execute this Purchase Agreement for 401 E. Ash Street, Piqua, Ohio.

________________________________________
Notary Public
RESOLUTION NO. R-34-17
A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE

WHEREAS, the City of Piqua owns a certain portion of the real estate known as Parcels No. N44-250185, N44-250190, N44-250070, N44-250188 401 E. Ash St., Piqua, Miami County, Ohio further described as set forth in Exhibit A attached hereto; and

WHEREAS, the Piqua Improvement Corporation has expressed an interest in purchasing the land referenced in Exhibit A to facilitate economic development; and

WHEREAS, the Piqua Improvement Corporation is a non-profit Community Improvement Corporation authorized under Sec. 1724 of the Ohio Revised Code; and

WHEREAS, the sole purpose of the Piqua Improvement Corporation is to advance, encourage and promote the industrial, economic and commercial development of the City of Piqua; and

WHEREAS, the land referenced in Exhibit A was purchased by the city to create development of the Historic East Piqua Community Center Campus Plan; and

WHEREAS, the city and prospective buyer have determined and agreed upon the fair market value for the property; and,

WHEREAS, City of Piqua Code of Ordinances section 34.36 requires this Commission to pass a resolution authorizing the sale of the subject land;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Manager is hereby authorized to sell the portion of the real estate known as Parcels No. N44-250185, N44-250190, N44-250070, N44-250188, 401 E. Ash St., Piqua, Miami County, Ohio, further described as set forth in Exhibit A attached hereto to the Piqua Improvement Corporation in an amount of $280,000.00 for the reasons that the sale would be in the best interest of the city, it will be maintained by the purchaser and used to support future economic development of the Historic East Piqua Community Center Campus Plan.

SEC. 2. For the reasons indicated herein, the sale of the land does not need to be bid as it is being sold to a nonprofit corporation and as permitted by Piqua Municipal Code §34.36(C).

SEC. 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ________________________

ATTEST: ________________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by___________________
seconded by___________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
<table>
<thead>
<tr>
<th><strong>MEETING DATE</strong></th>
<th>February 21, 2017</th>
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</thead>
<tbody>
<tr>
<td><strong>REPORT TITLE</strong></td>
<td>A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE</td>
</tr>
<tr>
<td><strong>SUBMITTED BY</strong></td>
<td>Justin Sommer, Assistant City Manager</td>
</tr>
<tr>
<td></td>
<td>Development Department</td>
</tr>
<tr>
<td><strong>AGENDA CLASSIFICATION</strong></td>
<td>□ Consent  □ Ordinance  ❑ Resolution  □ Regular</td>
</tr>
<tr>
<td><strong>APPROVALS/REVIEWS</strong></td>
<td>❑ City Manager  □ Asst. City Manager/Finance</td>
</tr>
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<td>❑ Asst. City Manager/Development  ❑ Law Director</td>
</tr>
<tr>
<td></td>
<td>□ City Planner  □ Planning Commission</td>
</tr>
<tr>
<td><strong>BACKGROUND</strong></td>
<td>The petitioner desires to acquire a portion of property owned by the City of Piqua commonly known as Roosevelt Fieldhouse, 401 E. Ash Street, Piqua, Miami County, Ohio and adjacent property. The property is critical to redevelopment of the Miami and Erie Canal Corridor. The buyer desires to assume control of the property to facilitate future economic development.</td>
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<tr>
<td><strong>BUDGET/FINANCIAL IMPACT</strong></td>
<td>Budgeted $: 0</td>
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<td>Expenditure $: 0</td>
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<td></td>
<td>Source of Funds: N/A</td>
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<td></td>
<td>Narrative: The sale of the property will result in receipt of $280,000.00</td>
</tr>
<tr>
<td><strong>OPTIONS</strong></td>
<td>1. Adopt the resolution to sell the property.</td>
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<tr>
<td></td>
<td>2. Defeat the resolution and deny the prospective buyer acquisition of the property.</td>
</tr>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td>February 21, 2017 – City Commission – Authorize the Sale</td>
</tr>
<tr>
<td></td>
<td>Fall 2017 – Close on sale transaction</td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Approve the resolution.</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>Map of Property</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-35-17
A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE

WHEREAS, the City of Piqua owns a certain portion of the real estate known as Parcel No. N44-250043, Piqua, Miami County, Ohio, further described as set forth in Exhibit A attached hereto; and

WHEREAS, the Piqua Improvement Corporation has expressed an interest in purchasing the land referenced in Exhibit A to facilitate economic development; and

WHEREAS, the Piqua Improvement Corporation is a non-profit Community Improvement Corporation authorized under Sec. 1724 of the Ohio Revised Code; and

WHEREAS, the sole purpose of the Piqua Improvement Corporation is to advance, encourage and promote the industrial, economic and commercial development of the City of Piqua; and

WHEREAS, the city and prospective buyer have determined and agreed upon the fair market value for the property; and,

WHEREAS, City of Piqua Code of Ordinances section 34.36 requires this Commission to pass a resolution authorizing the sale of the subject land;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Manager is hereby authorized to sell the portion of the real estate known as Parcel No. N44-250043, Piqua, Miami County, Ohio, further described as set forth in Exhibit A attached hereto to the Piqua Improvement Corporation in an amount of $2,400.00 for the reasons that the sale would be in the best interest of the city, it will be maintained by the purchaser and used to support future economic development of the Historic East Piqua Community Center Campus Plan.

SEC. 2 For the reasons indicated herein, the sale of the land does not need to be bid as it is being sold to a nonprofit corporation and as permitted by Piqua Municipal Code §34.36(C).

SEC. 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

______________________________
KATHRYN B. HINDS, MAYOR

PASSED: ________________________

ATTEST: ________________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by____________________
seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
| **MEETING DATE** | February 21, 2017 |
| **REPORT TITLE** | A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE |
| **SUBMITTED BY** | Justin Sommer, Assistant City Manager |
| Development Department |
| **AGENDA CLASSIFICATION** | ☑Consent ☑Ordinance ☑Resolution ☑Regular |
| **APPROVALS/REVIEWS** | ☑City Manager ☑Asst. City Manager/Finance |
| ☑Asst. City Manager/Development ☑Law Director |
| ☑City Planner ☑Planning Commission |
| **BACKGROUND** | The petitioner desires to acquire a portion of property pending sale to the City of Piqua known as Parcel # N44-250043. The property is currently vacant and is critical to redevelopment of the Historic East Piqua Community Center Campus Plan. The buyer desires to assume control of the property to facilitate future economic development. |
| **BUDGET/FINANCIAL IMPACT** | Budgeted $: 0 |
| Expenditure $: 0 |
| Source of Funds: N/A |
| **OPTIONS** | Narrative: The sale of the property will result in receipt of $2,400.00 |
| (Include deny/approval option) | 1. Adopt the resolution to sell the property. |
| 2. Defeat the resolution and deny the prospective buyer acquisition of the property. |
| **PROJECT TIMELINE** | February, 2017 – City Commission – Authorize the Sale |
| Fall 2017 – Close on sale transaction |
| **STAFF RECOMMENDATION** | Approve the resolution. |
| **ATTACHMENTS** | Map of Property |
RESOLUTION NO. R- 36-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT PROPERTY

WHEREAS, the City of Piqua has been studying and trying to obtain land for the expansion and improvements of the wastewater plant; and

WHEREAS, Piqua Materials, Inc. abuts the current location of the wastewater plant and is willing to donate the land to the City of Piqua; and

WHEREAS, the acceptance of the land will allow the City of Piqua to move forward with the expansion of the wastewater plant to satisfy the EPA mandates; and

WHEREAS, acceptance of the land by March 1, 2017 will allow the City to apply for the necessary funding for the wastewater project in the timeline required.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Manager is hereby authorized to enter into the Conveyance Agreement (Exhibit A) to accept the donation of land from Piqua Materials, Inc. for the purposes of expanding the wastewater plant as directed by EPA mandates.

SEC. 2: The donation of the land is conditioned on the land being used as a site for the wastewater plant expansion and the City taking ownership no later than March 1, 2017.

SEC. 3: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the City will be saving a significant amount in acquisition fees and requires the time necessary to prepare the necessary survey, legal description, deed and transfer of title.

KATHRYN B. HINDS, MAYOR

PASSED: _________________________

ATTEST: _________________________

REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by Commissioner ____________________

seconded by Commissioner ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds _____________ Commissioner John Martin _____________
Commissioner William Vogt _____________ Commissioner Joseph Wilson _____________
Commissioner Judy Terry _____________

<table>
<thead>
<tr>
<th><strong>MEETING DATE</strong></th>
<th>February 21st, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REPORT TITLE</strong></td>
<td>A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT PROPERTY</td>
</tr>
</tbody>
</table>
| (Should match resolution/ ordinance title) | Name & Title: Chris Melvin- Wastewater Treatment Superintendent  
Department: Utilities |
| **SUBMITTED BY** | |
| **AGENDA CLASSIFICATION** | Consent, Resolution, Regular |
| **APPROVALS/REVIEWS** | City Manager, Asst. City Manager/Finance, Law Director, Department Director, Other |
| **BACKGROUND** | The City had been working with the Piqua Materials (the Quarry) most of 2016 in order to come to terms with an agreement or have a possible land donation. The donated 8.7 acres of land is directly to the east of the WWTP and adjacent. This is where the liquid treatment systems will be constructed. |
| **BUDGETING AND FINANCIAL IMPACT** | Budgeted $: n/a  
Expenditure $: n/a  
Source of Funds: n/a |
| (Includes description, background, and justification) | Narrative: |
| **OPTIONS** | 1. Approval of resolution in that the EPA mandated milestone dates stay on the approved schedule and timeframes.  
2. Denial of the resolution would cause the above mentioned schedule to be interrupted and a later solution would force delay in construction start  
3.  
4. |
| **PROJECT TIMELINE** | Ownership by March 1st, 2017 |
| **STAFF RECOMMENDATION** | Recommended to proceed with acceptance in order to stay on time and schedule along with having the land to expand onto |
| **REASON FOR SELECTING CONSULTANT/COMPANY** | n/a |
| **ATTACHMENTS** | Exhibit A – Real estate conveyance agreement – Piqua Materials |
REAL ESTATE CONVEYANCE AGREEMENT

THIS REAL ESTATE CONVEYANCE AGREEMENT (this “Agreement”) is made and entered into effective as of the ___ day of ____________, 2017 (the “Effective Date”), by and between PIQUA MATERIALS, INC., an Ohio corporation (“Grantor”), and the CITY OF PIQUA, OHIO, an Ohio municipal corporation (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of 8.714 acres of real property located at 1750 W. Statler Road, Piqua, Miami County, Ohio, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Grantee is in need to acquire land and desires to obtain and receive the Property from Grantor, via a quitclaim deed to the Property, and Grantor desires to donate and convey the Property to Grantee, all on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. TRANSFER OF THE PROPERTY. Grantor agrees to grant, donate, convey and deliver all of Grantor’s right, title and interest in and to the Property to Grantee, and Grantee agrees to accept the Property from Grantor, on the terms and conditions set forth herein. Grantor and Grantee acknowledge and agree that, based on Grantor’s independent appraisal, the fair market value of the Property, when and as donated, is Two Hundred Eighty-Four Thousand and 00/100 Dollars ($284,000.00) (the “Appraisal”). The Property is being donated by Grantor to Grantee.

2. CLOSING. Grantee and Grantor agree that the Closing shall occur as follows:

   (a) Place and Date of Closing. The consummation of the transactions contemplated under this Agreement (the “Closing”) shall occur by mail escrow, via __________________________ (the “Escrow Agent”), on a date which is within seven (7) days after the Effective Date, or such earlier date as the parties may mutually agree (the actual date of Closing being defined herein as the “Closing Date”).

   (b) Grantor’s Instruments. At the Closing, Grantor shall deliver or cause to be delivered to Grantee the following items:

      (i) A quitclaim deed executed by Grantor conveying Grantee all of Grantor’s right, title and interest in and to the Property to Grantee (the “Deed”), subject to (A) non-delinquent real property taxes and assessments, (B) all easements, covenants, conditions, restrictions and other agreements of record or otherwise, (C) all matters which would be disclosed by a recent and accurate survey of the Property, (D) public streets and legal highways,
(E) municipal, zoning and subdivision laws and ordinances, and (F) all other limitations in connection with a quitclaim of Grantor’s right, title and interest in and to the Property.

(ii) A closing statement (the "Closing Statement") duly executed by Grantor setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Grantee and Grantor.

(iii) A completed IRS Form 8283 (the "Form 8283") including a signed Declaration of Appraiser (Part III) and a signed Donee Acknowledgement (Part IV).

(iv) Evidence of authority to execute the closing documents required of Grantor hereunder and enter into this Agreement.

(c) Grantee’s Instruments. At the Closing, Grantee shall deliver or cause to be delivered to Grantor the following items: (i) the Closing Statement duly executed by Grantee; (ii) the completed Form 8283; and (iii) evidence of authority to enter into this Agreement and to execute the closing documents required of Grantee hereunder.

3. **CONDITION TO CLOSING.** Grantee’s obligation to close on the transaction contemplated in this Agreement is subject to and contingent upon there being no material, adverse change in title to the Property prior to Closing which is (a) not caused by Grantee or its agents, and (b) not cured by Grantor. In the event that the transaction contemplated herein closes, Grantee hereby expressly agrees that the condition set forth in this Section 4 shall be deemed waived by Grantee.

4. **CLOSING COSTS.** Grantor shall pay its proportionate share of the ad valorem taxes and assessments and other expenses to be prorated as set forth in this Agreement. Grantee shall pay all other closing costs including, without limitation, the following: (a) the cost of preparation of the Deed and the other documents to be delivered by Grantor, (b) all documentary transfer taxes levied by state or local authorities in connection with the transfer of title, (c) the cost of preparation of the documents to be delivered by Grantee, (d) the Deed recording fee, (e) the costs of obtaining a title insurance commitment and policy, environmental audit and other due diligence reports if desired and (f) its proportionate share of the ad valorem taxes and assessments and other expenses to be prorated as set forth in this Agreement. Except as otherwise provided herein, each party hereto agrees to bear its own expenses, including but not limited to, attorneys’ and advisors’ fees.

5. **ADJUSTMENTS AND PRORATIONS.** Ad valorem taxes and assessments and other expenses relating to the Property shall be prorated as of the Closing Date in the manner customary under the laws of the state in which the Property is located, based upon actual days involved. To the extent that the actual amounts of such charges and expenses referred to in this paragraph are unavailable at the Closing Date, the closing statement shall be based upon estimated amounts, and a readjustment of these items shall be made upon the request by either party to this Agreement within thirty (30) days after the Closing Date. In the event that ad valorem taxes for the year of Closing have not been established as of the Closing Date, Grantor and Grantee agree to prorate ad valorem taxes based upon estimated taxes for the preceding year and in the event the actual taxes differ from such estimate, Grantor and Grantee agree to adjust
the proration upon the request by either party to this Agreement. Any such adjustment payment shall be made within fifteen (15) days after notification by either party that such adjustment is necessary.

Grantor and Grantee hereby agree that if ad valorem taxes for the Property for the year of Closing may be paid at Closing, the same shall be paid at Closing. In the event that such ad valorem taxes for the year of Closing cannot be paid at Closing, then the parties shall prorate said taxes in accordance with this Section 6, and Grantee shall thereafter pay said ad valorem taxes for the Property for the year of Closing before said taxes become delinquent. Grantee agrees to, and hereby does, hold Grantor harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature arising out of or with respect to Grantee's failure to timely pay said taxes in accordance with the preceding sentence. Grantee's obligations under this paragraph shall survive Closing.

Notwithstanding anything herein to the contrary, in the event that Grantor has heretofore protested or appealed, or, prior to the Closing Date, protests or appeals, the ad valorem taxes for the Property or the tax valuation of the Property for the year of Closing or a prior year: (a) Grantor shall have the continued right, but not the obligation, to continue to prosecute such protest or appeal after Closing, and Grantee shall cooperate with Grantor's reasonable requests in connection with the same; and (b) if such protest or appeal results in a reduction in the ad valorem taxes payable, such that Grantee or Grantor receives (in the form of a refund, credit, or otherwise) any amounts as a result of such protest, such amounts will be (1) due and owing solely to Grantor (and promptly paid by Grantee to Grantor, in event received by Grantee) to the extent relating to any year prior to the year of Closing and (2) shared between Grantor and Grantee, on a pro rata basis based upon the Closing Date, to the extent relating to the year of Closing, but Grantee shall also be obligated to reimburse Grantor for Grantee's pro rata share of the costs incurred by Grantor in pursuing such protest or appeal. Grantee acknowledges and agrees that any "rollback" or similar taxes imposed because of a change in use or ownership of the Property shall be the sole and exclusive responsibility of Grantee, and that Grantor shall have no obligation in connection therewith.

Notwithstanding the foregoing, no prorations will be made in relation to insurance premiums, and Grantor's insurance policies will not be assigned to Grantee.

Notwithstanding the foregoing, final readings and final billings for utilities will be made as of the Closing Date, and all utilities consumed on the Property before the Closing Date shall be at Grantor's expense. Grantor will be entitled to all deposits presently in effect with the utility providers, and Grantee will be obligated to make its own arrangements for deposits with the utility providers.

6. **DELIVERY OF POSSESSION; CASUALTY.** Possession of the Property will be delivered to Grantee on the Closing Date. If prior to the Closing Date there shall occur damage to the Property caused by fire or other casualty, then Grantee shall have the option to proceed with the Closing (and to accept the Property in its "as is" condition) or to terminate this Agreement by written notice to Grantor and waive all remedies as are available at law or in equity to Grantee.
7. **DEFAULT; REMEDY.** If the donation and conveyance of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Grantor under this Agreement, Grantee shall have the option, as its sole and exclusive remedy, to either (a) waive such default, or (b) terminate this Agreement by written notice to Grantor and waive all remedies as are available at law or in equity to Grantee, including specific performance. Under no circumstances shall Grantor be liable to Grantee for damages, whether actual, consequential, punitive, speculative, or otherwise.

8. If the donation and conveyance of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Grantee under this Agreement, Grantor shall have the option to either (a) waive such default, or (b) to terminate this Agreement by written notice to Grantee and waive all remedies as are available at law or in equity to Grantor, including specific performance. Under no circumstances shall Grantee be liable to Grantor for damages, whether actual, consequential, punitive, speculative, or otherwise.

9. **REPRESENTATIONS AND WARRANTIES.** Grantee hereby represents and warrants that it is an Ohio municipal corporation, duly organized and validly existing under the laws of the State of its organization. Grantee has full power and authority to execute and deliver this Agreement and the documents contemplated hereby and to consummate the transaction contemplated hereby. Grantee’s performance of this Agreement and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Grantee, including Piqua City Commission adopting Resolution No. R-x-17 on February 21, 2017, and the individuals executing this Agreement and the documents contemplated hereby on behalf of Grantee have full power and authority to legally bind Grantee. This Agreement has been duly and properly executed on behalf of Grantee, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Grantee is a party or by which Grantee is bound.

Grantor represents to Grantee that, to Grantor’s actual knowledge without due investigation or inquiry: (a) there is no material environmental issue and/or condition of the Property that requires remediation of an environmental hazard; (b) that as of the Closing the Property is not under any notice or order by any federal, state or local agency to remediate the Property; and (c) there are no underground storage tanks on the Property. Grantor further represents to Grantee that Grantor owes no outstanding fines for any violations on the Property.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, OF ANY KIND WITH RESPECT TO THE TITLE OR CONDITION OF THE PROPERTY, OR WITH RESPECT TO ANY ACTIVITIES THAT HEREAFTER MAY BE CONDUCTED ON THE PROPERTY, AND ALL SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
10. **MISCELLANEOUS.** It is further agreed as follows:

(a) **Notice.** All notices, demands, requests, consents, approvals or other communications (the "Notices") required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, or sent via FedEx or other regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be deemed received and effective on the earlier of (i) the date actually received (which, in the case of Notices sent by overnight courier, shall be deemed to be the day following delivery of such Notices to such overnight courier), or (ii) three (3) business days after being placed in the United States Mail as aforesaid.

Said Notices shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing:

**To Grantor:**
Piqua Materials, Inc.
11641 Mosteller Rd.
Cincinnati, Ohio 45241
Attn: Dennis J. Garrison
Dennis.garrison@jrjnet.com

**To Grantee:**
City of Piqua, Ohio
Municipal Government Complex
201 W. Water Street
Piqua, Ohio 45356
Attention: City Manager

(b) **Brokerage.** Grantee represents and warrants to Grantor that Grantee has not engaged any broker or brokerage company in connection with the Grantee’s proposed receipt of the Property. Grantor represents and warrants to Grantee that Grantor has not engaged any broker or brokerage company in connection with Grantor’s proposed donation of the Property.

(c) **Entire Agreement; Amendment.** This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire understanding among the parties hereto, and supersedes any and all prior agreements, arrangements and understandings among the parties hereto. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by the party to be charged or by its agent duly authorized in writing or as otherwise permitted herein.

(d) **Binding Effect.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the representatives, successors and permitted assigns of the parties hereto.
(e) **Assignment.** Grantee’s rights hereunder may not be assigned in whole or in part without the prior written consent of Grantor. In the event of any assignment, Grantee named herein shall not be relieved of any of its duties, obligations or liabilities hereunder; instead Grantee, as assignor, and Grantee’s assignee shall therefore be jointly and severally liable hereunder. Any attempted assignment or transfer in violation of this provision shall be null and void.

(f) **Time is of the Essence.** Time is of the essence of this Agreement as the Grantee must own the Property by March 1, 2017. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.

(g) **Confidentiality.** Grantee acknowledges that Grantee may become privy to confidential information of Grantor, in addition to information regarding certain physical characteristics of the Property learned by Grantee in the course of its examination of the Property. Grantee therefore agrees to take all steps to ensure that any information with regard to Grantor, the Property and/or to this transaction, which information is obtained by Grantee or any of its employees, officers, agents, counsel, accountants or representatives, shall remain confidential and shall not be disclosed or revealed to outside sources if such information is deemed confidential and not a public record under Ohio Public Records law. The provisions of this paragraph shall survive termination of this Agreement.

(h) **Governing Law.** This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the State of Ohio.

(i) **Severability.** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Grantee and Grantor will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

(j) **Waiver.** No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition.

(k) **Counterparts; Facsimile/Electronic Mail.** This Agreement may be executed via facsimile or email (PDF) and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

(l) **Rule of Construction.** Grantor and Grantee have experience with the subject matter of this Agreement, have been represented by counsel and have each fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement
shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

(m) **Acceptance.** The Piqua City Commission must accept the Property and will meet February 21, 2017 in a public meeting to approve the acceptance by Resolution.

(n) **Patriot Act.** Grantee hereby represents and warrants: (i) that none of the funds used by Grantee to pay the expenses and costs for which it is responsible under this Agreement are subject to any of the following laws of the United States: 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments); 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture); 18 U.S.C. §§ 881 (Drug Property Seizure); Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001; or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the “USA Patriot Act”); and (ii) that Grantee is not a person or entity with whom United States citizens are restricted from doing business with under the regulations of the Office of Foreign Asset Control (“OFAC”) of the United States Department of Treasury (including those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.
IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be executed on its behalf by its members, officers or agents thereunto on the dates below, but effective as of the Effective Date first above written.

GRANTOR:

PIQUA MATERIALS, INC.

By: ____________________________
Name: __________________________ 
Its: ____________________________

Date: ___________________________

GRANTEE:

CITY OF PIQUA, OHIO,
an Ohio municipal corporation

By: ____________________________
Name: __________________________
Its: ____________________________

Date: ___________________________
EXHIBIT A

Situated in Section 26, Town 1, Range 11 M.R.S., Spring Creek Township, Miami County, Ohio and being part of the lands conveyed to Piqua Materials, Inc. in D.B. 611 Page 849 and being more particularly described as follows:

Commencing at a 5/8' iron pin found at the northwest corner of Section 29;

Thence along the west line of Section 29, S03°34'50"W a distance of 1271.05 feet;

Thence S13°12'51"E a distance of 51.08 feet to the northwest corner of City of Piqua Inlot 7875;

Thence along the north line of Inlot 7875, N83°58'09"E a distance of 41.56 feet;

Thence along an easterly line of said Inlot 7875, S28°16'51"E a distance of 24.47 feet to the northwest corner of Inlot 8952;

Thence along the north line of Inlot 8952, N89°57'36"E a distance of 506.04 feet to the northeast corner thereof;

Thence along the east line of said Inlot 8952, S00°24'56"E a distance of 588.23 feet to a 5/8' iron pin set at the True Point of Beginning;

Thence along lines through an original 140.203 acre (per Survey Record Volume 37 Page 50-C) parcel conveyed to Piqua Materials, Inc. in D.B. 611 Page 849, the following three courses:

1.) N89°59'36"E a distance of 408.32 feet to a 5/8' iron pin set;
2.) S00°00'24"E a distance of 932.61 feet to a 5/8' iron pin set;
3.) S89°59'36"W a distance of 416.67 feet to a 5/8' iron pin set in the east line of Inlot 8951 as conveyed to the City of Piqua in O.R. 792 Page 582;

Thence along the east line of said Inlot 8951, N00°24'56"W a distance of 123.70 feet to a 5/8' iron pin found a: the northeast corner thereof;

Thence along a south line of Inlot 7877 as conveyed to the City of Piqua in D.B. 339 Page 428 and D.B. 595 Page 345, N83°59'09"E a distance of 15.08 feet to a 5/8' iron pin found at the southeast corner thereof;

Thence along the east line of said Inlot 7877 and in part along the east line of Inlot 8952, N00°24'56"W a distance of 807.36 feet to the Point of Beginning, containing 8.714 acres more or less and being subject to easements, restrictions and rights-of-way of record.

The above description is based on a field survey by The Kleingers Group, Inc., performed in December, 2016 under the direction of David L. Cox, Ohio Professional Surveyor No. 7101. Said survey is recorded in Volume __________ Page __________ of the Miami County Engineer's Record of Property Surveys.

CONTAINING 8.714 ACRES, MORE OR LESS.

Parcel No.:
RESOLUTION NO. R-37-17

A RESOLUTION TO PAY PIQUA MATERIALS, INC. FOR THE REMOVAL OF LIME ON DONATED PROPERTY FOR THE WASTEWATER PLANT

WHEREAS, Piqua Materials donated approximately 8.7 acres to the City of Piqua for the purpose of the new addition for the wastewater treatment plant; and

WHEREAS, the donated land required the removal of 40,000 tons of lime; and

WHEREAS, Piqua Materials, Inc. was able to remove and transport the lime with its own personnel and equipment and have the lime cleared prior to donation; and

WHEREAS, the City of Piqua does not have the necessary equipment to remove the lime and would have had to contract for the removal.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Manager is hereby authorized to enter into an Agreement with Piqua Materials, Inc. for the removal of 40,000 tons of lime on the land to be donated by Piqua Materials, Inc. for the wastewater treatment plant addition, which the City required such land to be cleared. The City Manager is authorized to enter into an Agreement that is substantially in the form as that attached as Exhibit A;

SEC. 2: The City of Piqua conducted cost comparisons and the cost of removal per ton is an equitable and fair cost for the removal of the lime, including transportation costs, in addition that the land will be cleared prior to receipt by the City of Piqua;

SEC. 3: The Finance Director certifies that funds are available or in the process of collection and is hereby authorized to draw her warrant from time to time on the appropriate accounts of the city treasury according to contract terms, not to exceed $140,000;

SEC. 4: This Resolution shall be declared an emergency for payment as the land has been cleared and the work completed in preparation for the donation of the land under the timelines required for the loan application and EPA deadlines for the wastewater treatment plant expansion.

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by Commissioner ____________________
seconded by Commissioner ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds __________ Commissioner John Martin __________
Commissioner William Vogt __________ Commissioner Joseph Wilson __________
Commissioner Judy Terry __________
| MEETING DATE | February 21st, 2017 |
| REPORT TITLE | A RESOLUTION TO PAY PIQUA MATERIALS, INC. FOR THE REMOVAL OF LIME ON DONATED PROPERTY FOR THE WASTEWATER PLANT |
| SUBMITTED BY | Name & Title: Chris Melvin- Wastewater Treatment Superintendent  
Department: Utilities |
| AGENDA CLASSIFICATION | ☑️Resolution  
☐Consent  
☐Ordinance  
☐Regular |
| APPROVALS/REVIEWS | ☑️City Manager  
☐Asst. City Manager/Finance  
☐Asst. City Manager/Development  
☐Department Director,  
☐Other: |
| BACKGROUND | A condition of the property was for their lime to be moved. The use of their large mining equipment is due to the least amount of hauling and travel distance, while maximizing largest loads and cheapest per ton. The donated 8.7 acres of land is directly to the east of the WWTP and adjacent. This is where the liquid treatment systems will be constructed. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: 140K  
Expenditure $: 140K |
| (Includes project costs and funding sources) | Source of Funds: Wastewater budget  
Narrative: Compared to lime hauling and transportation costs at Water plant of $32/ton |
| OPTIONS | 1. Approval of resolution in that the EPA mandated milestone dates stay on the approved schedule and timeframes.  
2. Denial of the resolution would cause the above mentioned schedule to be interrupted and a later solution would force delay in construction start.  
3.  
4. |
| PROJECT TIMELINE | Ownership by March 1st, 2017 |
| STAFF RECOMMENDATION | Recommended to proceed with payment in order to stay on time and schedule along with having the land to expand onto |
| REASON FOR SELECTING CONSULTANT/COMPANY | Quarry equipment was cheapest option due to large size of equipment/trucks with less loads to haul and close proximity |
| ATTACHMENTS | Exhibit A - Agreement for services- Piqua Materials |
AGREEMENT FOR SERVICES-2017

This Agreement is hereby entered into this ____ day of February 2017 between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Piqua Materials, Inc. ("Contractor") for the services as agreed to herein.

WHEREAS, the City of Piqua desires land be cleared for the expansion of its wastewater plant; and

WHEREAS, Piqua Materials, Inc. ("Contractor") has the equipment and personnel to remove lime and was the originator of the lime; and

WHEREAS, the City of Piqua Commission passed Resolution No. R-37-17 on February 21, 2017 approving the Piqua Materials, Inc. to remove approximately 40,000 tons of lime; and

WHEREAS, this Agreement confirms the terms between the parties.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth, the City of Piqua and the Contractor, each binding itself, its successors and assigns, do mutually agree as follows:

I. PARTIES
   1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "City."

   2. Contractor: Contractor is Piqua Materials, Inc. which is the provider of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES
     Removal of Lime. Contractor is to remove approximately 40,000 tons of lime. The lime shall be removed by Contractor, using its equipment and personnel. The lime shall be removed without unreasonable delay and by no later than February 28, 2017. The cost for the removal shall also include all transportation costs.

III. COMPENSATION
     All invoices shall contain the City Purchase Order number ("PO "). Failure to include PO# will prevent timely payment in accordance with the terms of this Agreement and will not subject the City to the Contractor's finance charge for late payment. Any questions regarding procedure for payment may be directed to Department of Finance, 201 W. Water St., Piqua, Ohio 45356.

The lime shall be removed for a cost of One Hundred Forty Thousand and no Dollars ($140,000.00). The full amount shall be payable upon receipt of an invoice and completion of the removal.
IV. OPERATION OF PUMP STATION
Contractor currently owns and operates a pump station adjacent to the land on which the limestone is located. In addition to the removal of the limestone, the continued operation of the pump station is essential for the City of Piqua's full use and enjoyment of the land. A separate agreement for the operation of the pump station shall be negotiated by the parties.

V. LAW AND TERMS OF AGREEMENT
1. Compliance With Laws and Policies:
This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the City of Piqua.

2. Law to Govern and Forum:
This Agreement is entered into and is to be performed in the State of Ohio. City of Piqua and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The forum for any litigation shall be Miami County, Ohio.

3. Amendment:
This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

4. Entirety:
This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations of modifications concerning this Agreement shall be of no force and effect.

5. Waiver:
A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

6. Notice:
This Agreement provides that all notices be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the following parties:

To the City of Piqua: To the Contractor:
Chris Mevin Dennis J. Garrison
Wastewater Plant Supt. Piqua Materials, Inc.
121 Bridge Street 11641 Mosteller Rd.
Piqua, Ohio 45356 Cincinnati, Ohio 45241

7. Independent Contractor:
The Contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.
8. **Term:**
The term of this Agreement shall be effective upon execution and expires upon completion of the lime removal.

9. **Conflict of Interest:**
No officer, employee, or agent of the City of Piqua who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

The Contractor agrees that it will not contract with any subcontractor in which it has any personal interest, direct or indirect. The Contractor further covenants that in the performance of this Agreement, no person having any conflict shall be employed.

10. **Equal Employment Opportunity:**
Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, sex, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

It is expressly agreed and understood by you that this Section constitutes a material condition of this Agreement and failure to comply therewith constitutes a breach of this Agreement entitling the City to terminate this Agreement.

**VI. SIGNATURE**

The parties enter into this Agreement this _____ day of February, 2017, as executed and witnessed in accordance with the below signatures.

**CITY OF PIQUA**
By: 
______________________________________
City Manager, Gary Huff

______________________________________
Witness:

Approved as to form:
______________________________________
Stacy M. Wall, Law Director

**PIQUA MATERIALS, INC**
By: 
______________________________________
Title:

______________________________________
Witness:

1095565.2
RESOLUTION NO. R-38-17

A RESOLUTION REQUESTING AUTHORIZATION FOR
THE PURCHASE OF AUTOMATED ALGAE TESTING
EQUIPMENT

WHEREAS, the City of Piqua, desires to purchase an automated testing system
for toxic algae and associated equipment for the Water Department; and

WHEREAS, this testing equipment will save an operators time by approximately
75% and result in better testing results; and

WHEREAS, Abraxis Inc. is a sole source for this testing equipment.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of
Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that

SEC. 1: A purchase order of $32,000 is hereby authorized to Abraxis Inc.
for the purchase of the automated system and associated equipment.

SEC. 2: The Finance Director certifies that funds are available and is
hereby authorized to draw her warrant from time to time on the appropriate account of
the city treasury in payment according to contract terms, not exceeding a total of
$32,000.

SEC. 3: This Resolution shall take effect and be in force from and after the
earliest period allowed by law.

__________________________
KATHRYN B. HINDS, MAYOR

PASSED:

__________________________
ATTEST:

REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by_____________________
seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 21, 2017</th>
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</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution requesting authorization for the purchase of automated algae testing equipment.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Bob Jennings, Water Department Assistant Superintendent  
Department: Water |
| AGENDA CLASSIFICATION | ☒ Resolution  
☐ Consent  
☐ Ordinance  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
□ Asst. City Manager/Finance  
□ Law Director  
□ Asst. City Manager  
□ Manager/Development  
□ Department Director  
☐ Other: Water Superintendent |

The water department is required to do algae testing weekly between the months of May and October and every other week November thru April.

The current testing method is very intricate and requires approximately 5-6 hours of an operator’s time. This past year Abraxis Inc. developed an automated machine that cuts the required manpower time for testing by 75%. The automated machine also makes the process much simpler which helps alleviate the possibility of lab accidents and testing errors.

There are currently only 14 labs in Ohio that are certified to do this type of algae testing. Therefore, we are called upon at times to do testing for other municipalities. We are currently under contract with the City of Sidney to do their testing. With the addition of the automated machine, we would have a greater ability to do testing when called upon.

Included in the purchase is the entire testing system including computer with software (recommended by City of Piqua I.T. Department), one day of training for staff to use the machine, two additional on-site visits for field service, preventative maintenance, or application assistance, and 3 test kits.
<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT</th>
<th>Budgeted $:</th>
<th>$29,565</th>
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<tbody>
<tr>
<td></td>
<td>Expenditure $:</td>
<td>$32,000</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>403-000-190-1900</td>
<td></td>
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<tr>
<td>Narrative:</td>
<td>Budgeted amount was based off of quote from supplier before an end of the year price increase was put in place.</td>
<td></td>
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<tr>
<th>OPTIONS (Include Deny / Approval Option)</th>
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<tbody>
<tr>
<td>1. Approve the Resolution for the purchase of the automated algae testing machine.</td>
</tr>
<tr>
<td>2. Do not approve the Resolution and do not purchase the automated machine which would continue to make testing lengthy and difficult.</td>
</tr>
</tbody>
</table>

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<tr>
<th>PROJECT TIMELINE</th>
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<tr>
<td>Automated machine will be purchased after Resolution approval and put into service at the earliest date possible.</td>
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<tr>
<th>STAFF RECOMMENDATION</th>
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<tr>
<td>Approval of the Resolution for the purchase of the automated algae testing equipment.</td>
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<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
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<tbody>
<tr>
<td>This is a sole source. At this time, there are no other companies that make an automated machine for this testing as verified by the Ohio EPA.</td>
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<tr>
<th>ATTACHMENTS</th>
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<tbody>
<tr>
<td>Abraxis Price Quote</td>
</tr>
<tr>
<td>Email from Ohio EPA Stating unit is sole source.</td>
</tr>
<tr>
<td>Letter of purchase recommendation from Celina Water Treatment Plant Capital Purchase Approval Form</td>
</tr>
</tbody>
</table>
CAPITAL PURCHASE APPROVAL

DEPARTMENT
Piqua Water System

ACCOUNT NUMBER
403-000-190-1900

ITEM
Automated System for Algae Testing

Total Purchase price: $32,000

NEEDED (why)
This unit will assist staff in testing for Cyanotoxins (toxic algae). Per Ohio EPA guidelines, we are required to test weekly between May and October and every other week November – April. If we would have a positive test, we would then be required to test weekly year round. The current test method is a very time demanding and difficult to run test. The automated machine will make the results more accurate and also save over 75% of an operator's time to run the test. Total price is a little over what was budgeted for 2017 due to an unforeseen end of the year price increase.

ORIGINAL BUDGET AMOUNT $29,565

SUPERVISOR SIGNATURE

CITY MANAGER APPROVAL

Per Attached Quote

ALL CAPITAL ITEMS MUST BE APPROVED BY THE CITY MANAGER PRIOR TO PURCHASE
### QUOTATION

**Quote#:** QL-JAL-170120-2-City of Piqua-OH

**Abraxis, Inc.**
124 Railroad Drive
Warminster, PA 18974
Phone: 215-357-3911
Fax: 215-357-5232
[www.abraxiskits.com](http://www.abraxiskits.com)

**DATE:** January 20, 2016

**SHIP TO:**
**NAME:** Ronald Smith  
**COMPANY:** City of Piqua  
**ADDRESS:** 9300 N. State Route 66,  
Piqua, OH  
45356  
USA  
**PHONE #:** 937-778-2090

**BILL TO:**
**NAME:**  
**COMPANY:**  
**ADDRESS:**  
**EMAIL:** rsmith@piquaoh.org

<table>
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<tr>
<th>QUANTITY</th>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
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</table>
| 1        | 4752005     | Cyanotoxin Automated Assay System (CAAS)*, automates the steps of microtiter plate format ELISA and RBA cyanotoxin kits including fluid handling, plate mixing, incubation/timing, optical reading, data reduction and reports. System includes:  
- Installation by factory engineer  
- Windows-based laptop computer for CAAS  
- Battery back-up  
- 1-year factory warranty  
- Up to two (2) on-site field service visits during warranty period, including preventative maintenance visit, emergency repair and/or application assistance  
- Training, on-site with certification by Abraxis  
- 3 ELISA kits for training  
- Shipping via ground transportation  
* Requires printer (not included) | $32,000.00 | $32,000.00 |

**TOTAL** $32,000.00

Prices are valid for 90 days. Terms are net 30 days. Unpaid balances are subject to a service charge of 2.0% per month.

F.O.B. Warminster, PA, freight prepaid and added.

---

**Jane Love**

Sales Associate

jlove@abraxiskits.com
ORDERING PROCEDURE

1. Fax (215) 357-5232, mail, or telephone (215) 357 3911 your order with the following information:
   - bill-to and ship-to addresses
   - contact name and phone number
   - date required
   - purchase order number (or credit card number, expiration date, and name as it appears on card)
   - quote number, where applicable
   - quantity, description, part number, and price of items needed.

Incomplete information may delay the processing of your order.

2. All reagent shipments are sent via Federal Express Standard Overnight unless otherwise requested.

3. Shipping charges are prepaid and added to all invoices.

4. Visa, American Express, and MasterCard are accepted.

-FOR ORDERS ONLY-

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<td>PO#:</td>
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<tr>
<th>SHIP DATE:</th>
<th>CARRIER:</th>
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<tbody>
<tr>
<td>CUSTOMER SHIPPING ACCT#:</td>
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COMMENTS:
Hi Bob,

At this time I am unaware of any other automated assay system for microcystin. The advantages of the automated system is that it eliminates much of the analyst time in that once the instrument is running the analyst can walk away, unlike with the manual reader. Also, there is significantly less human error involved which will considerably lower the %CVs. You should contact Celina to see their opinions on the automated system as they are currently using it and had switched from the manual to the automated. Their phone number is (419) 733 – 4112.

Andrew Bair is our resident expert on the automated assay system. He will also be replacing Jen Allen as Certification Officer toward the end of this month. I have CC’d him and Charlie on this email as well. Do you guys have any additional input that would help Bob?

Thanks,
Mark

Mark Tomasi
Laboratory Certification Officer
Ohio EPA Division of Environmental Services
8955 E. Main St.
Reynoldsburg, OH 43068
614-644-4067
mark.tomasi@epa.ohio.gov
Respected Council Members:

A year ago, the City of Celina Water Department moved forward with the purchase of the Abraxis CAAS Unit for cyanotoxin analysis. Because of the frequency our laboratory performs these analyses, and because of the time requirements of the testing itself, we felt it would be in our best interest to proceed with the acquisition. We have not been disappointed with this decision.

Prior to having the CAAS Unit, a staff member would have to manually set up an entire testing tray (standards, controls, and samples), and then ‘babysit’ the process because of the additional steps in the testing protocol. This could take anywhere from four to six hours (or more), depending on the number of samples being analyzed. With the CAAS Unit, the testing process essentially becomes ‘plug and play’ ... a staff member simply preps the samples, places the standards/controls/samples into the unit, and initiates the analytical program (which sets up the testing tray automatically). The prep work usually takes less than an hour, again depending on the number of samples being analyzed. On testing days, this results in ‘having another set of hands’ available for other maintenance and operations duties ... at the end of the shift, a staff member simply returns to print the testing results.

Perhaps even more importantly, using the CAAS Unit for analysis has all but eliminated human error. While some people are more adept and efficient using manual titrators than others, the CAAS Unit is factory calibrated to withdraw a certain quantity of reagent every single time. There is never an issue of inconsistent quantities of reagent in the testing wells. The analytical program also pre-measures the reagents and controls prior to titration to ensure adequate quantities of each.

Finally, the technical support we receive from Abraxis and Awareness Technologies (their service sub-contractor) are top notch. Any sampling/testing questions or software/hardware issues have been promptly addressed with little or no down time. Being a major investment, it is comforting to know that Abraxis stands behind their products.

I have every confidence that the Abraxis CAAS Unit would be a valuable asset to your laboratory's operations. Please feel free to contact me if you have any questions.

Sincerely,

Todd E. Hone

Todd E. Hone
Assistant Superintendent
Celina Water Treatment Plant
cwtp.asstsppt@celinahoio.org
Work: (419)586-2270
Mobile: (419)852-2836
RESOLUTION NO. R-39-17

A RESOLUTION REQUESTING AUTHORIZATION
FOR THE PURCHASE OF A NEW PUMP FOR
THE ZIEGLER ROAD BOOSTER PUMP STATION.

WHEREAS, the City of Piqua, desires to replace a pump at the Ziegler
Road Booster Pump Station; and

WHEREAS, this pump is essential for the integrity of the City’s water
distribution system; and

WHEREAS, Pump Systems LLC was the best price quote for a new
pump;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of
Piqua, Miami County, Ohio, the majority of all members elected thereto
concurring, that

SEC. 1: A purchase order of $18,576.76 is hereby authorized to
Pump Systems LLC for the purchase of a new booster pump.

SEC. 2: The Finance Director certifies that funds are available and is
hereby authorized to draw her warrant from time to time on the appropriate
account of the city treasury in payment according to contract terms, not
exceeding a total of $18,576.76.

SEC. 3: This Resolution shall take effect and be in force from and
after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ____________________

ATTEST: ____________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by__________
seconded by__________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 21, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution requesting authorization for the purchase of a new pump for the Ziegler Road Booster Pump Station.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Bob Jennings, Water Plant Assistant Superintendent  
Department: Water |
| AGENDA CLASSIFICATION | ☒ Consent  
□ Ordinance  
☒ Resolution  
□ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
□ Asst. City Manager/Development  
☒ Asst. City Manager/Finance  
□ Law Director  
□ Other: Water Superintendent |
| BACKGROUND | One of our booster pumps at the Ziegler Road Booster Pump Station has failed and is in need of replacement. The pump is an original pump (1976) and is beyond repair. We need these pumps to supply water to the west side of Piqua and keep the RM Davis Water Tower full. Without the use of these pumps, we are at risk of depressurizing the west pressure zone of Piqua and draining that water tower.  

This pump station has a total of three pumps but they are all original. We need to get this pump replaced as soon as possible to help preserve the integrity of the distribution system.  

We have recently been looking at starting a pump replacement program for both the Ziegler Road Booster Pump Station and also the Hetzler Road Booster Pump Station. Unfortunately, this pump failed before we could start that program which has required us to do something immediately.  

Because of the emergency situation of getting this pump replaced, we contacted three local pump sales representatives in the area to give us quotes on a new pump. All three representatives came to the pump station to ensure that they were quoting a pump that would work for our station. Of the three quotes, the lowest was from Pump Systems LLC who will provide the same brand pump and model that is currently in the station. We feel comfortable with this pump as it has functioned well for us over the last 40 years.  

There is another Resolution R-40-17 in conjunction with this one for the cost of having the pump installed. |
<table>
<thead>
<tr>
<th><strong>BUDGETING AND FINANCIAL IMPACT</strong></th>
<th><strong>OPTIONS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budgeted:</strong> $18,576.76</td>
<td>1. Approve the Resolution for the purchase of a new pump for the Ziegler Road Booster Pump Station.</td>
</tr>
<tr>
<td><strong>Expenditure:</strong> $18,576.76</td>
<td>2. Do not approve the Resolution and do not replace the pump at Ziegler Road Booster Pump Station which could lead to depressurization of west pressure zone and create a public safety hazard.</td>
</tr>
<tr>
<td><strong>Source of Funds:</strong> Fund 403 Water</td>
<td></td>
</tr>
<tr>
<td><strong>Narrative:</strong> Funds were budgeted this year for maintenance repairs as needed.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>PROJECT TIMELINE</strong></th>
<th>Pump will be delivered 3–5 weeks after receiving purchase order.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>STAFF RECOMMENDATION</strong></th>
<th>Approve Resolution to purchase the new pump.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>REASON FOR SELECTING CONSULTANT/COMPANY</strong></th>
<th>Pump Systems LLC was the lowest and best price quote received.</th>
</tr>
</thead>
</table>

| **ATTACHMENTS** | Pump replacement price quote tabulation. |
City of Piqua Water Treatment Plant

Price Quotes for Ziegler Road Booster Pump Replacement

1. Pump Systems LLC $18,576.76

2. Corporate Equipment Co. $18,742.00

3. Excel Fluid Group $23,715.00
RESOLUTION NO. R-40-17

A RESOLUTION REQUESTING AUTHORIZATION
FOR THE INSTALLATION OF A NEW PUMP FOR
THE ZIEGLER ROAD BOOSTER PUMP STATION.

WHEREAS, the City of Piqua, desires to install a new pump at the Ziegler Road Booster Pump Station; and

WHEREAS, this pump is essential for the integrity of the City's water distribution system; and

WHEREAS, Regal Plumbing and Heating Company was the best price quote for installing a new pump;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that

SEC. 1: A purchase order not to exceed $9,614 is hereby authorized to Regal Plumbing and Heating Company for the installation of a new booster pump.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $9,614.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
    REBECCA J. COOL
    CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by____________________
seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds                 ____________
Commissioner John Martin               ____________
Commissioner William Vogt              ____________
Commissioner Joseph Wilson             ____________
Commissioner Judy Terry                ____________
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<tr>
<td>REPORT TITLE</td>
<td>A Resolution requesting authorization for the installation of a new pump for the Ziegler Road Booster Pump Station.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Bob Jennings, Water Plant Assistant Superintendent  
|                    | Department: Water |
| AGENDA CLASSIFICATION | ☑ Consent  
|                     | ☑ Resolution  
|                     | ☐ Ordinance  
|                     | ☐ Regular |
| APPROVALS/REVIEWS  | ☑ City Manager  
|                     | ☑ Asst. City Manager/Finance  
|                     | ☑ Law Director  
|                     | ☑ Department Director  
|                     | ☐ Other: Water Superintendent |
| BACKGROUND          | One of our booster pumps at the Ziegler Road Booster Pump Station has failed and is in need of replacement. The pump is an original pump (1976) and is beyond repair. We need these pumps to supply water to the west side of Piqua and keep the RM Davis Water Tower full. Without the use of these pumps, we are at risk of depressurizing the west pressure zone of Piqua and draining the water tower.  
|                     | This pump station has a total of three pumps but they are all original. We need to get this pump replaced as soon as possible to help preserve the integrity of the distribution system.  
|                     | We have recently been looking at starting a pump replacement program for both the Ziegler Road Booster Pump Station and also the Hetzler Road Booster Pump Station. Unfortunately, this pump failed before we could start that program which has required us to do something immediately.  
|                     | Because of the emergency situation of getting this pump replaced, we contacted two local companies that we knew of that could perform this type of work. Both companies came to the pump station to look at what the job would entail. We provided a cut sheet of the new pump to each contractor so they knew exactly what they would be installing. Regal Plumbing and Heating Company was the best price. We have used Regal Plumbing in the past so we are familiar with their work and comfortable that they can perform the job.  
<p>|                     | The first Resolution R-39-17 is in conjunction with this one was for the purchase of the new pump. |</p>
<table>
<thead>
<tr>
<th><strong>BUDGETING AND FINANCIAL IMPACT</strong></th>
<th>Budgeted: $9,614.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure: $9,614.00 (includes a contingency)</td>
<td></td>
</tr>
<tr>
<td>Source of Funds: Fund 403 Water</td>
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</tr>
<tr>
<td><strong>Narrative:</strong> Funds were budgeted this year for maintenance repairs as needed.</td>
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<th><strong>OPTIONS</strong></th>
<th>1. Approve the Resolution for the installation of a new pump for the Ziegler Road Pump Station.</th>
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<tbody>
<tr>
<td></td>
<td>2. Do not approve the Resolution and do not replace the pump at Ziegler Road Pump Station which could lead to depressurization of west pressure zone and create a public safety hazard.</td>
</tr>
</tbody>
</table>

| **PROJECT TIMELINE** | Pump will be installed immediately after delivery of the new pump. |

| **STAFF RECOMMENDATION** | Approve Resolution to install the new pump. |

| **REASON FOR SELECTING CONSULTANT/COMPANY** | Regal Plumbing and Heating Company was the lowest and best price quote received. |

| **ATTACHMENTS** | Pump installation price quote tabulation. |
City of Piqua Water Treatment Plant

Price Quotes for Ziegler Road Booster Pump Installation

1. Regal Plumbing and Heating    $8,360.00

2. Wells Brothers                $8,960.00
RESOLUTION NO. R-41-17

A RESOLUTION STRONGLY OPPOSING THE STATE OF OHIO GOVERNOR'S PROPOSED 2018-2019 BUDGET, WHICH PROPOSES CENTRALIZED COLLECTION OF NET PROFIT TAX RETURNS AND OTHER DISASTROUS PROVISIONS, AS DETRIMENTAL TO LOCAL GOVERNMENTS AND WHICH WILL RESULT IN FURTHER SIGNIFICANT LOSS OF REVENUE NEEDED TO SUPPORT THE HEALTH, SAFETY, WELFARE, AND ECONOMIC DEVELOPMENT EFFORTS OF OHIO'S COMMUNITIES, AND DECLARING AN EMERGENCY

WHEREAS, Governor Kasich has proposed a 2018-2019 biennial budget that institutes a state-operated program for the centralized collection of Ohio Municipal Income Tax, a clear attack on the home rule powers granted to municipal corporations such as the City of Piqua by the Ohio Constitution; and

WHEREAS, this proposed language also includes a provision that would eliminate a portion of the sales factor, known as “throwback”, substantially reducing reportable tax revenue to municipalities with warehouses, distribution centers, and any business providing online sales; and

WHEREAS, the City of Piqua strenuously objects to this latest attack on municipal home rule under consideration by the State of Ohio and urges all municipal corporations to make it clear to the Governor and General Assembly that this proposed usurpation of constitutionally-granted local municipal power shall not take place without a vigorous legal challenge by affected municipal corporations; and

WHEREAS, this budget proposal is a continuation of the reduction of local government revenues in the past few years, including the elimination of estate taxes, repeal of the Targible Personal Property Tax, severe decreases in Local Government Fund allocations, and, most recently, the passage of HB5 on December 19, 2014, the impact of all of which is estimated to cost the City of Piqua over $1.0 million in income tax revenues annually; and,

WHEREAS, municipalities can and will provide the personal service and assistance to its taxpayers in the preparation and filing of their tax reports and returns, as well as ensure the prompt and proper auditing of local tax returns to ensure all applicable deductions and declarations are reported, thus ensuring that all taxpayers pay their fair share without causing higher costs of compliance for all, and must be able to do so without burdensome and costly restrictions included in the Governor’s budget proposal created with the only purpose of restricting municipalities from correcting/auditing business return filings or making assessments; and

WHEREAS, provisions in this proposal will hamper municipalities’ ability to audit and correct municipal income tax business returns, to equitably enforce the municipal income tax laws and has been crafted as a vehicle to control the administrative process of municipal income tax to the benefit of specific taxpayer interests; and

WHEREAS, the municipal income tax is the single largest general fund revenue source for the City of Piqua which provides essential municipal services, promoting a positive quality of life that residents and businesses alike rely upon, and any forced reduction in this revenue will have a negative impact on residents and businesses, creating an environment detrimental to retaining and attracting business in Ohio; and,

WHEREAS, municipalities in Ohio, through the leadership of the Ohio Municipal League, have supported and participated in discussions of municipal income tax reform and uniformity and, further, have been responsive to requirements to quickly pass uniform municipal income tax codes, change administrative procedures, adhere to requirements of Section 718 of the Revised Code, change online information and restructure forms for taxpayer use, and all other provisions as required, all at an additional cost to municipalities; and
WHEREAS, municipalities, including the City of Piqua, must fight to protect their single largest revenue source, which provides essential municipal services and promotes a positive quality of life that residents and businesses alike rely upon, but which will be jeopardized by any forced reduction in this revenue, resulting in a negative impact on residents and businesses and creating an environment detrimental to retaining and attracting business in Ohio.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: That this Commission does hereby declare its strong opposition to any effort by the Ohio General Assembly to pass legislation that creates “unfunded mandates” and a loss of revenue under the guise of simplicity of filing business municipal income tax returns.

SEC. 2: That this Commission urges its state legislators to reject the aforementioned provisions of the Governor’s budget submittal and any amendment to pending bills and opposes the introduction of any new legislation that proposes to reduce municipal income tax revenue to municipalities in Ohio.

SEC. 3: That the Ohio General Assembly should request the immediate removal of all language pertaining to municipal income tax collection and administration, and should promote upcoming changes to the Ohio Business Gateway as a solution for businesses to file municipal income tax returns in a more simple and efficient manner, with the Ohio Business Gateway continuing to act only as a portal to remit payments and filing information directly to municipalities, and not to the Ohio Department of Taxation for processing.

SEC. 4: That this Resolution is an emergency measure necessary for the preservation of the public peace, health and safety of the City of Piqua, Ohio, and for the further reason that the Ohio Legislature is currently deliberating the Governor’s proposal for amendment and/or action in the immediate future and, thus, immediate communication of Commission’s concerns is necessary;

SEC. 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _______________________

KATHRYN B. HINDS, MAYOR

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by____________________
seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds __________
Commissioner John Martin __________
Commissioner William Vogt __________
Commissioner Joseph Wilson __________
Commissioner Judy Terry __________
RESOLUTION NO. R-42-17

A RESOLUTION AUTHORIZING A PURCHASE ORDER
TO JOHN DEERE COMPANY FOR THE PURCHASE OF LAWN
MOWERS FOR THE PUBLIC WORKS DEPARTMENT –
STREETS AND PARKS

WHEREAS, the City of Piqua Public Works Department desires to purchase eight new John Deere Z950M Commercial ZTrak Mowers for the Street and Parks Departments;

WHEREAS, the City of Piqua provided for the purchase of new lawn mowers in the 2017 budget appropriations;

WHEREAS, the purchase will be made using The State of Ohio contract # STS 800276 with John Deere’s (Local Dealer - Koenig Equipment) quote being shown on Exhibit “A” attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: A purchase order is hereby authorized to John Deere Company for the purchase of eight new John Deere Z950M Commercial ZTrak Mowers according to the specifications received;

SEC. 2: The Finance Director certifies Street Department funds (Fund 101) in the amount of $35,481.62 and Parks Department funds (Fund 105) in the amount of $35,481.64 are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $70,963.28;

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

______________________________
KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by_____________________
seconded by_____________________, and on roll call the following vote ensued:

Mayor Kathryn B. Hinds          __________
Commissioner John Martin        __________
Commissioner William Vogt       __________
Commissioner Joseph Wilson      __________
Commissioner Judy Terry         __________
<table>
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<tr>
<th>MEETING DATE</th>
<th>February 21, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO JOHN DEERE COMPANY FOR THE PURCHASE OF LAWN MOWERS FOR THE PUBLIC WORKS DEPARTMENT – STREETS AND PARKS</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Doug Harter, Public Works Director Department: Public Works</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Consent ☑ Ordinance ☑ Resolution ☑ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager ☑ Asst. City Manager/Finance ☑ Asst. City Manager/Development ☑ Law Director ☑ Department Director ☑ Other:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>We are using State Bid contract # STS 800276 to purchase these mowers as this satisfies our formal bidding requirements. Our current mowers are 2014 John Deere Z930M EFI with anywhere between 421-692 hours on them. The warranties were three years on these machines. We will continue to use them until the new ones are received. With the warranties now expired, we will experience higher maintenance costs. As part of our capital plan, we schedule to replace our equipment every 3 years.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: $80,000.00 net of trade in/expected resale Expenditure $: $70,963.28 Source of Funds: Streets 101-113-850-8805 (1/2) $35,481.64 Parks 105-015-880-8805 (1/2) $35,481.64</td>
</tr>
<tr>
<td>Narrative</td>
<td>We plan to try to sell all eight mowers that are three years old on Govdeals.com. All of them have been well maintained and we expect the resale value to be above $40,000.00 and likely higher. Koenig Equipment will deliver the new mowers and train all of our employees on how to use them.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve Resolution R-17 as presented. 2. Approve Resolution R-17 with changes. 3. Deny Resolution R-17 and offer staff an alternative.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The new mowers would be ordered right away and delivery would be expected within 2-3 weeks. We would then list our older mowers on Govdeals.com allowing enough time to receive the new ones before relinquishing the old ones.</td>
</tr>
<tr>
<td>------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>We support the passage of this Resolution so that we may significantly decrease our maintenance expense as the new mowers will be under warranty for the next three years.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit “A” – John Deere Company (Koenig Equipment) Quote</td>
</tr>
</tbody>
</table>
**Equipment Estimate - Not An Invoice**

<table>
<thead>
<tr>
<th>Description</th>
<th><strong>QUOT &amp;</strong></th>
<th>EXPIRY DATE: 02/16/2017</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>New John Deere Z950M Commercial ZTrak</td>
<td></td>
<td></td>
<td>12323.00</td>
</tr>
<tr>
<td><strong>INCLUDING THE FOLLOWING OPTIONS</strong>**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0691TC Commercial ZTrak</td>
<td></td>
<td>$10,999.00</td>
<td></td>
</tr>
<tr>
<td>001A United States and Canada</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>1038 24x12IN12 Michelin X Tweel Turf for 54&quot; &amp; 60&quot; Decks</td>
<td></td>
<td>$849.00</td>
<td></td>
</tr>
<tr>
<td>1504 60 In. 7-Iron PRO Side</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Discharge Mower Deck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002 Fully Adjustable Suspension Seat with Armrests</td>
<td></td>
<td>$475.00</td>
<td></td>
</tr>
</tbody>
</table>

**Miscellaneous Charges/Credits**

<table>
<thead>
<tr>
<th>Qty:</th>
<th>Price:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3452.59</td>
<td>3452.59</td>
</tr>
</tbody>
</table>

**STS DISCOUNT**

| New John Deere Z950M Commercial ZTrak             |            |                          | 12323.00|
| **INCLUDING THE FOLLOWING OPTIONS****             |            |                          |         |
| 0691TC Commercial ZTrak                           |            | $10,999.00               |         |
| 001A United States and Canada                      |            | $0.00                    |         |
| 1038 24x12IN12 Michelin X Tweel Turf for 54" & 60" Decks | | $849.00 |         |
| 1504 60 In. 7-Iron PRO Side                        |            | $0.00                    |         |
| Discharge Mower Deck                              |            |                          |         |
| 2002 Fully Adjustable Suspension Seat with Armrests|            | $475.00                  |         |

**Miscellaneous Charges/Credits**

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<tbody>
<tr>
<td></td>
<td>3452.59</td>
<td>3452.59</td>
</tr>
</tbody>
</table>

**STS DISCOUNT**

Terms: Net Cash. All accounts due 10th of month following purchase. Stocked parts may be returned free of charge up to 30 days; after 30 days a charge of 15% will be deducted. Non-stocked parts returned within 30 days are subject to full freight charges and 20% restocking charge; no credit will be issued after 30 days. ALL RETURNS MUST be accompanied by original invoice.

SERVICE CHARGE ON DELINQUENT ACCOUNTS AT THE RATE OF 3% PER MONTH (36% PER ANNUM)

Direct all invoice inquiries to servicing branch.

PLEASE REMIT TO: P.O. BOX 549
BOTKINS, OH 45306

PURCHASER
**Equipment Estimate - Not An Invoice**

<table>
<thead>
<tr>
<th>Description</th>
<th><strong>Q U O T E</strong></th>
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<td></td>
<td></td>
<td>$475.00</td>
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</table>

**Miscellaneous Charges/Credits**

**STS DISCOUNT**

| Qty: 1 | Price: 3452.59 | 3452.59- |

New John Deere Z950M Commercial ZTrak

****INCLUDING THE FOLLOWING OPTIONS****

| 0691TC Commercial ZTrak | $10,999.00 | 12323.00 |
| 001A United States and Canada | $0.00 | |
| 1038 24x12N12 Michelin X Tweel Turf for 54" & 60" Decks | $849.00 | |
| 1504 60 In. 7-Iron PRO Side Discharge Mower Deck | $0.00 | |
| 2002 Fully Adjustable Suspension Seat with Armrests | $475.00 | |

**Miscellaneous Charges/Credits**

**STS DISCOUNT**

| Qty: 1 | Price: 3452.59 | 3452.59- |

New John Deere Z950M Commercial ZTrak

****INCLUDING THE FOLLOWING OPTIONS****

| 0691TC Commercial ZTrak | $10,999.00 | 12323.00 |
| 001A United States and Canada | $0.00 | |
| 1038 24x12N12 Michelin X Tweel Turf for 54" & 60" Decks | $849.00 | |
| 1504 60 In. 7-Iron PRO Side Discharge Mower Deck | $0.00 | |

Terms: Net Cash. All accounts due 10th of month following purchase. Stocked parts may be returned free of charge up to 30 days, after 30 days a charge of 15% will be deducted. Non-stocked parts returned within 30 days are subject to full freight charges and 20% restocking charge; no credit will be issued after 30 days. ALL RETURNS MUST be accompanied by original invoice.

Service charge on overdue accounts at the rate of 2% per month (24% per annum).

Direct all invoice inquiries to servicing branch.

PLEASE: P.O. BOX 549
REMIT TO: BOTKINS, OH 45006
# Equipment Estimate - Not An Invoice

## Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002 Fully Adjustable Suspension Seat with Armrests</td>
<td>1</td>
<td>$475.00</td>
</tr>
</tbody>
</table>

### Miscellaneous Charges/Credits

<table>
<thead>
<tr>
<th>STS DISCOUNT</th>
<th>Qty</th>
<th>1</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>New John Deere Z950M Commercial ZTrak</td>
<td></td>
<td></td>
<td>12323.00</td>
</tr>
<tr>
<td><strong><strong>INCLUDING THE FOLLOWING OPTIONS</strong></strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>0691TC</strong> Commercial ZTrak</td>
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<td><strong>001A</strong> United States and Canada</td>
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<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>1038</strong> 24x12N12 Michelin X Tweel Turf</td>
<td></td>
<td></td>
<td>$849.00</td>
</tr>
<tr>
<td>for 54&quot; &amp; 60&quot; Decks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1504</strong> 60 In. 7-Iron PRO Side</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Discharge Mower Deck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002 Fully Adjustable Suspension Seat with Armrests</td>
<td>1</td>
<td></td>
<td>$475.00</td>
</tr>
</tbody>
</table>

### Miscellaneous Charges/Credits

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<td></td>
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<td></td>
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<td>1</td>
<td></td>
<td>$475.00</td>
</tr>
</tbody>
</table>

**Terms:** Net Cash. All accounts due 10th of month following purchase. Stocked parts may be returned free of charge up to 30 days; after 30 days a charge of 15% will be deducted. Non-stocked parts returned within 30 days are subject to full freight charges and 15% restocking charge; no credit will be issued after 30 days. **ALL RETURNS MUST BE ACCOMPANIED BY ORIGINAL INVOICE.**

**SERVICE CHARGE ON OVERDUE ACCOUNTS AT THE RATE OF 2% PER MONTH (24% PER ANNUM)**

Direct all invoice inquiries to servicing branch.

**Purchaser:**

P.O. BOX 549  BOTKINS, OH 45306
Equipment Estimate - Not An Invoice

**QUOTED**

**EXPIRY DATE: 02/16/2017**

---

**STSH DISCOUNT**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
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</thead>
<tbody>
<tr>
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<td>3452.59</td>
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| **$12,323.00**

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**STSH DISCOUNT**

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<th>Qty</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Z930m BFI</td>
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<tr>
<td>Z930m BFI 617 HRS</td>
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<tr>
<td>Z930m BFI 421 HRS</td>
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<td>5000.00</td>
</tr>
</tbody>
</table>

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Terms: Net Cash. All accounts due 30th of month following purchase. Stocked parts may be returned free of charge up to 30 days; after 30 days a charge of 15% will be deducted. Non-stocked parts returned within 30 days are subject to full freight charges and 25% restocking charge; no credit will be issued after 30 days. ALL RETURNS MUST be accompanied by original invoice. SERVICE CHARGE ON OVERTIME ACCOUNTS AT THE RATE OF 6% PER MONTH (24% PER ANNUM)

Direct all invoice inquiries to servicing branch.

PLEASE: P.O. BOX 549
REMIT TO: BOTKINS, OH 45306

PURCHASER:
**Equipment Estimate - Not An Invoice**

<table>
<thead>
<tr>
<th>Description</th>
<th><strong>Q U O T E R</strong></th>
<th>EXPIRY DATE: 02/16/2017</th>
<th>Amount</th>
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<tbody>
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<td>Z930m HFI 692 HRS</td>
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<td>Z930m HFI 638 HRS</td>
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<td>Serial #: 20550</td>
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<td>4500.00-</td>
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<tr>
<td>Z930m HFI 685 HRS</td>
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<td></td>
<td>4500.00-</td>
</tr>
<tr>
<td>Serial #: 20400</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td></td>
<td></td>
<td>34463.28</td>
</tr>
<tr>
<td><strong>Quote Total:</strong></td>
<td></td>
<td></td>
<td>34463.28</td>
</tr>
</tbody>
</table>

**Authorization:**
All orders must show John Deere Company as the vendor and reference the contract & item/model number. Purchase orders should be addressed as follows:
John Deere Company
2000 John Deere Run
Cary, NC 27513
Contract #: 000276

**Tax Exempt Form to John Deere Co. must also be provided.**

**Terms:** Net Cash. All accounts due 10th of month following purchase. Stocked parts may be returned free of charge up to 30 days; after 30 days a charge of 15% will be deducted. Non-stocked parts returned within 30 days are subject to full freight charges and 15% restocking charge; no credit will be issued after 30 days. ALL RETURNS MUST be accompanied by original invoice.

SERVICE CHARGE ON OVERTIME ACCOUNTS AT THE RATE OF 2% PER MONTH (24% PER ANNUM)

Direct all invoice inquiries to servicing branch.
RESOLUTION NO. R-43-17

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO LEBANON FORD FOR THE PURCHASE OF TWO FORD POLICE INTERCEPTOR UTILITY VEHICLES AND TWO FORD POLICE INTERCEPTOR SEDANS

WHEREAS, the City of Piqua Police Department requires the purchase of specialized police vehicles to fulfill their duties to the citizens of the City of Piqua, and;

WHEREAS, the City of Piqua has budgeted for replacement of Police cruisers, and;

WHEREAS, the Piqua Police Department has determined to use State Bid Contract #RS900917 (9/30/2017) for the purchase of two new Ford Police Interceptor Utility and two new Ford Police Sedan Vehicles;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: A purchase order is hereby authorized to Statewide Ford, Van Wert, Ohio, for Ford Police Patrol Vehicles not to exceed $101,965.00.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the City treasury in payment for said equipment purchase.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________________
seconded by ____________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 21, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>Two resolutions authorizing purchase orders for two marked Police cruisers and two unmarked Police vehicles; and for the purchase and installation of specialized equipment in Police vehicles.</td>
</tr>
<tr>
<td>(Should match resolution/ordinance title)</td>
<td></td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Thomas M. Steiner, Deputy Chief of Police Department: Police</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☐ Consent ☐ Ordinance ☒ Resolution ☐ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☐ City Manager ☐ Asst. City Manager/Finance ☐ Asst. City Manager/Development ☐ Law Director ☒ Department Director; Jamison ☐ Other:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>In the Fall of 2013, the Piqua Police Department started a strategic fleet replacement plan. The addition of four more units in 2017 will continue this planned replacement by replacing the final marked units that were in the fleet prior to 2013 and two 2003 model year unmarked units.</td>
</tr>
</tbody>
</table>

In 2015 and 2016 we purchased one unmarked Ford Police Sedan (Taurus based) each year to begin replacement of 2003 model year vehicles used by detectives and administrative personnel. The sedan uses the same platform as the utility vehicles purchased for patrol, so there is some commonality of parts, including spare tires. Using the heavier duty police model is anticipated to help the unmarked vehicles last for several years.

All four vehicles are being purchased using state bid contract #RS900917 (9/30/2017) through Statewide Ford. The total base price for the two Utility vehicles is $52,010.00 ($26,005.00 each) with an additional $1,428.00 ($714.00 Each) in options for a total of $53,438.00. The total base price for the two Sedans is $45,200.00 ($22,600.00 Each) with $3,327.00 ($1,663.50 Each) in options for a total of $48,527. The total cost for all four vehicles with options is $101,965.00.

An open bid (IFB #1703) was put out for up-fitting the vehicles in a substantially similar manner as the previous year’s equipment up-fit. KE Rose submitted the lowest bid at $25,924.00. The Police
Department has been very satisfied with the workmanship and service provided by KE Rose on previous vehicles and would recommend awarding this bid to KE Rose.

<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted $: (105,795.00 + 42,635.00 = 148,430.00)</td>
</tr>
<tr>
<td>Expenditure $: (101,965.00 + 25,924.00 = 127,889.00)</td>
</tr>
<tr>
<td>Source of Funds: 106-014-821-8805 Rolling Stock</td>
</tr>
<tr>
<td>106-014-821-7168 Cruiser Change-Over</td>
</tr>
</tbody>
</table>
| Narrative: Purchase of new vehicles under warranty will decrease maintenance costs under Operating expenses.
Purchasing of new equipment for new vehicles and showing it as a budget resolution allows us to accurately reflect the actual costs of new vehicles. Replacing equipment over time with new vehicles allows upgrades to occur over time and not all at once. The gradual replacement spreads cost out over time instead of large budget items all in one year. The equipment resolution includes a “not-to-exceed” amount 10% over the planned purchase order amount to handle minor, unexpected costs. Even with this amount we are well under the budgeted amount. |

<table>
<thead>
<tr>
<th>OPTIONS (Include Deny/Approval Option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve the resolution to replace to four old police vehicles and specialized equipment with new.</td>
</tr>
<tr>
<td>2. Deny the resolution, delaying implementation of the long-term fleet replacement program.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles would be ordered within days of the passage of the resolution. State Bid calls for delivery within 120 days. After delivery, another four to six weeks are necessary for after-market up-fitting. The after-market equipment would be ordered at the same time and available on delivery of the vehicles.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve the expenditure by passing this resolution.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable pages from State of Ohio DAS contract for Law Enforcement Vehicles. Applicable quotes from Statewide Ford IFB #1703 Bid Tabulation Sheet</td>
</tr>
</tbody>
</table>
STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43226-1395

MANDATORY USE CONTRACT FOR: NEW, MODEL YEAR 2017 OR MANUFACTURER'S CURRENT PRODUCTION MODEL - LAW ENFORCEMENT VEHICLES

CONTRACT No: RS900917

EFFECTIVE DATES: 10/14/16 to 09/30/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900917 that opened on 09/07/16. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to $2500.00 using the State of Ohio payment card. Any purchase that exceeds $2500.00 will be made using the official State of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:

http://www.ohio.gov/procure

Signed:

Robert Blair, Director

Date
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<th>PAGE NO.</th>
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<td>3</td>
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<td>3</td>
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<td>Option Pricing Note</td>
<td>3</td>
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<td>Cooperative Purchasing Contract</td>
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<td>Placement of Orders</td>
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<td>Purchase Orders</td>
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<td>Vehicle Specifications and Pricing</td>
<td>12-38</td>
</tr>
<tr>
<td>Build Out Schedule</td>
<td>39</td>
</tr>
<tr>
<td>Contractor Index</td>
<td>40-41</td>
</tr>
</tbody>
</table>
SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within delivery noted on the Pricing Schedule and after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the “Instructions to Bidders”. In addition, the state will: evaluate the bid based on the Total Item Cost, which equals the estimated number of units multiplied by the unit bid price plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no “delivery charge per mile round trip map mileage rate” supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The state reserves the right to reject the “per mile” delivery charge or the “minimum delivery charge if it is determined to be excessive.

Example Calculation:

Total Item Cost = (vehicle unit price) x (estimated number of units) + [(delivery charge per mile round trip x 300) x estimated number of vehicles]

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by vehicle line item.

OPTION PRICING NOTE: Option prices bid are to be less than the manufacturer’s suggested retail price(s) (MSRP). Bidder signifies by their signature on page one (1) of the ITB that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Ordering entities are advised to compare window sticker prices of options, where possible, with option charges on invoices. Contractors found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate “Included”, “Not Available”, or a Price for each option specified. Failure to enter a cost for the options with a value in the units to evaluate field may deem your bid response as non-responsive and ineligible for an award for that item. If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Option/Order Code is to include an “AM” designation.

A. OPTIONS: Bidders must provide a unit cost for options that are listed in the options table. If the option is included in the base unit, the bidder is to enter “Included” in the space provided and the numerical value of $0.00 will be used in the evaluation. Options quoted will be made available to the ordering entities at the discretion of DAS, as part of the contract. Failure to enter “included” or a cost for all options may deem your bid non-responsive and ineligible for an award for that item.

B. ADDITIONAL OPTION PACKAGES: Bidders may elect to supply pricing for popular or common option packages not included in the required option table. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the contract.

C. UNSPECIFIED OPTION PRICE: Is the percentage above the manufacturer’s invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

FIRM FIXED PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.
SPECIAL CONTRACT TERMS AND CONDITIONS (Cont’d)

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State’s Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State’s Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision’s competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education “steps into the shoes” of the State under this Contract. The political division’s or institution of higher education’s order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education’s orders and political subdivision’s and institution of higher education’s performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, https://cm.ohio.gov. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero “0” sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.
SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a “Revenue Share” and include the Ohio Contract Management Remittance Report.

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

Automobile Liability Insurance:

Contractor will indicate, by checking the appropriate box below, which mode of transportation will apply to this contract.

☐ Bidder/Broker (“The Contractor”) or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of $500,000.00.

☐ Goods/Services will be delivered via common carrier.

☐ No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section roman numeral V. General Provisions; Paragraph Q.; [For Supplies only Bids]):
List names of subcontractors who will be performing work under the Contract.

________________________________________________________________________
________________________________________________________________________

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.
SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

TRANSPORTATION CHARGES: Any items(s) ordered from this contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the state of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the item page. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the state of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

MINIMUM DELIVERY CHARGE: This charge is to be used when the rate per mile per vehicle, as listed on the item page, times the number of round trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

PLACEMENT OF ORDERS: Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

PURCHASE ORDERS: Purchase Orders for item(s) listed in this contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official state of Ohio Purchase Order or, by a purchase order issued by the State’s third party financing administrator. The state will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

<table>
<thead>
<tr>
<th>TITLE TO:</th>
<th>SHIP TO:</th>
<th>BILL TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENCY TAX NO.</td>
<td>AGENCY</td>
<td>ADDRESS</td>
</tr>
<tr>
<td>AGENCY</td>
<td>ADDRESS</td>
<td>CITY/STATE</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>CITY/STATE</td>
<td>COUNTY</td>
</tr>
<tr>
<td>CITY/STATE</td>
<td>COUNTY</td>
<td>CONTACT</td>
</tr>
<tr>
<td>COUNTY</td>
<td>CONTACT</td>
<td>TELEPHONE</td>
</tr>
</tbody>
</table>

In addition, list on each purchase order an agency contact person with phone number for dealer questions, delivery notification, etc., as shown above.

SUBMISSION OF INVOICES: Refer to the Standard Contract Terms and Conditions; III, Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

PAYMENT: During the term of this contract, a third party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third party administrator. Contractors will continue to receive payment in full; either from the State or the third party administrator. If payment is received from the third party administrator, the title to the vehicle is to (may) be forwarded to the third party administrator. If a third party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the third party financing administrator and the dealer.

SERVICE: The vehicle will be completely dealer serviced and conditioned as per the manufacturer’s pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. This requires that all fluids are filled to their maximum levels unless otherwise defined. Unit shall conform to all current Federal Safety Regulations including OSHA.

SERVICE POLICY: The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.
SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

CERTIFICATE OF TITLE: The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

AGENCY REGISTRATION: The contractor shall furnish the Title Documents for each new vehicle and deliver same to the Department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a $5.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

ADVERTISEMENT: Dealer name-signs shall not be affixed to any part of the delivered vehicle.

DEALER LICENSE: In reference to ORC 4517.12, DAS may ask for proof of a dealers written authority from the manufacturer or distributor to sell new vehicles.

SALES LICENSE: Contractor must be licensed to sell new motor vehicles pursuant to ORC 4517.01 and 4517.02.

In reference to OAC 4501:1-3-05, DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the dealer will have five (5) business days to respond.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (GDC050).

Contractor is to submit two (2) separate reports, one (1) for state agencies purchases and the other report for political subdivision purchases.

INDEX NUMBER  CONTRACT NUMBER  CUSTOMER  ITEM NUMBER  # UNITS SOLD  $ VALUE

NOTE: THE ENERGY POLICY ACT WAS SIGNED INTO LAW IN 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).
SPECIFICATIONS

I. SCOPE AND CLASSIFICATION:

A. Scope: These specifications define the State’s requirements for new, Model Year 2017 or manufacturer’s current production model vehicles to be utilized by State Agencies in the operation of State government, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing program.

B. Vehicle shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer’s disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

C. Classification: The information listed below is based upon vehicle purchases the Office of State Procurement had received from usage reports. Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Historical Usage</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>47 Units</td>
<td>Ford Interceptor: Sedan-4 Door-V6-All Wheel Drive</td>
</tr>
<tr>
<td>2</td>
<td>53 Units</td>
<td>Dodge Charger: Sedan-Full Size-4 Door-V6-Rear Wheel Drive</td>
</tr>
<tr>
<td>3</td>
<td>20 Units</td>
<td>Chevrolet Caprice: Sedan-Full Size-4 Door-V6 Rear Wheel Drive</td>
</tr>
<tr>
<td>4</td>
<td>265 Units</td>
<td>Ford Interceptor: Sport Utility Vehicle-4 Door-V6-All Wheel Drive</td>
</tr>
<tr>
<td>5</td>
<td>34 Units</td>
<td>Chevrolet Tahoe: Sport Utility Vehicle -Full Size-4 Door-V8- Rear Wheel Drive</td>
</tr>
</tbody>
</table>

II. APPLICABLE DOCUMENTS:

A. Ohio Revised Code Section 126

B. Ohio Revised Code Chapters 4501, 4503, 4513, and 4517

C. Ohio Administrative Code Sections 4501:1-3-05

D. Federal Motor Vehicle Safety Standards (FMVSS)

E. Society of Automotive Engineers (SAE) Automotive Technical Standards

F. Occupational Safety & Health Administration (OSHA) Regulations

G. U.S. Environmental Protection Agency (EPA) Laws & Regulations

H. Model Year 2017 or Manufacturer’s most current Model EPA Fuel Economy Guide

I. State of Michigan, Department of State Police, National Law Enforcement & Corrections Technology Center and Department of Technology Management and Budget, Model Year 2016 or Manufacturer’s most current Model Police Evaluation Program. Must meet and exceed the standards established by the Michigan State Police Vehicle Test/Evaluation Team for the Police (Pursuit) Category vehicles

J. State of Ohio Law Enforcement Vehicle specifications and optional equipment listed in this bid
SPECIFICATIONS (Cont’d)

K. REQUIREMENT: In addition to the Model Year 2017 or Manufacturer’s most current Model Year State of Ohio Law Enforcement Vehicles minimum specification sheets, the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Optional Equipment required to be furnished on the unit is noted on the State’s Specifications. Options listed herein, are to be factory installed except for item(s) not available from the factory.

L. REQUIRED STANDARD EQUIPMENT:

1. 12V power point

2. Rust Proofing: Each vehicle listed in this bid shall have the Manufacturer’s standard corrosion protection system. A copy of the corrosion protection warranty is to be included with this bid certifying compliance of this requirement. NOTE: Failure to provide this warranty may result in disqualification of this bid.

3. Spare wheel and tire to be manufacturer’s standard for the model bid.

4. All vehicles to be delivered with fuel tank at least one-half (1/2) full.

5. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer’s standard radio suppression system.

   Radio Suppression shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronic generated radio frequency interference problems. Broad band vehicular generated noises shall not exceed ½ microvolt, as measured by the 12 DB SINAD method, at the two-way radio receiver antenna. Further, the vehicle shall not produce any on-frequency interference problems encountered with any of the on-board systems of the supplied vehicles. It is the responsibility of the contractor to ensure that operation of properly installed two-way mobile low band radio transmitters will not adversely affect the operation of the vehicle in any manner.

   Do your vehicles comply? Yes____ No____.

6. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, all season, steel belted radials, black walled, and meet the minimum speed rating specified (unless otherwise specified).

7. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturing standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.


9. Additional Option Package: This has been included on the pricing pages for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

M. MILES PER GALLON REQUIREMENTS (2017 DATA) EPA ESTIMATED MILEAGE: Vehicles bid shall be in the EPA class shown on the respective bid pages, offering the engine requested.

N. OPTIONAL EQUIPMENT: Inside Trunk Lid Warning Flashing Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.
IV. **DELIVERY:**

A. Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within two (2) days after receipt of purchase order. The contractor will confirm receipt of the agency’s order and projected shipping date to the ordering agency within two (2) working days, by either fax or electronic means. The confirmation document shall confirm the contractor’s order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency’s order with the contractor’s order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (refer to paragraph IV. D, page 10).

B. Any State of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State’s Cooperative Purchasing members need to be sure to include their current membership certificate number and/or a copy of their membership certificate when placing an order to the dealership.

C. **PERFORMANCE AGREEMENT:**

1. The State declares that time is of the essence and the delivery of the vehicle(s) ordered by the projected delivery date is crucial to the ordering agency. The State realizes that there are circumstances beyond the control of the contractor that cause delay in delivery. In the event the contractor is unable to meet the projected delivery date referenced above due to circumstances beyond his control, the contractor must contact the ordering agency and inform the agency why there is a delay, setting forth therein the reasons for the delay and there will be an extension to the delivery date. The contractor’s plea that insufficient time as specified is not a valid reason for an extension of time. If accord cannot be obtained, a written request by the agency must be made to the Office of Procurement Services, or if a co-operative purchasing order, to the Office of Cooperative Purchasing for review.

2. If the contractor fails to meet the original and/or any revised delivery date, the contractor agrees to pay to the ordering agency liquidated damages according to the following schedule:

   a. Delivery completed within ten (10) calendar days beyond the original and/or revised scheduled date $10.00 per vehicle per day beyond the scheduled delivery date.

   b. Liquidated damages will be deducted from the final invoice submitted by the contractor after delivery and acceptance has occurred.

3. The manufacturer has, upon occasion oversold their productive capability and could not deliver all of the contractor’s orders that had been properly entered and acknowledged. When this occurs, the contractor cannot deliver for reasons beyond his control and cannot be held responsible. Usually the manufacturer will complete deliveries with the new model year vehicle at the contractor’s bid price.

D. **DELAYED DELIVERY:**

1. Certain agencies may require delayed delivery on various items within this contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges shall not exceed 12% annual rate.

2. If ordering entities elect to take delivery at the contractor’s place of business; pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The charge shall not exceed 12% annual rate for delayed pickup.

E. **DELIVERY INSTRUCTIONS:**

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.
SPECIFICATIONS (Cont'd)

F. MANUFACTURER'S PRODUCTION TERMINATION NOTICE (BUILD-OUT):

1. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.

2. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates, but are urged to submit their orders as quickly as possible after receipt of the contract.

3. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the contract price.

4. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

V. NOTES:

A. WARRANTY: Unless ordered with extended warranty, manufacturer's standard warranty shall apply, copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

B. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with state of Ohio requirements (See "Contract Terms & Conditions"). Any extra accessories delivered on vehicles cannot and will not be paid for.

C. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

D. ADDITIONAL OPTIONS: Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.

E. DIFFERENTIAL TYPE/RATIO: For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided and is to quote any additional ratio that may be available when preparing their bid.

F. EPA ESTIMATED MILEAGE: Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the state of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.
### AUTOMOBILE-POLICE SPECIAL—SEDAN—4 DOOR—V6—AWD

#### Item Number 1

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Standard Specification Items</th>
<th>Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Brand</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Manufacturer Make</td>
<td>Ford</td>
</tr>
<tr>
<td>2.</td>
<td>Manufacturer Model</td>
<td>Interceptor Sedan</td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Engine Type (Liters/Cylinder)</td>
<td>3.7L, V6</td>
</tr>
<tr>
<td>4.</td>
<td>Horsepower (Net HP)</td>
<td>305</td>
</tr>
<tr>
<td>5.</td>
<td>Transmission</td>
<td>Automatic, 6 Speed</td>
</tr>
<tr>
<td>6.</td>
<td>Drive Type</td>
<td>AWD</td>
</tr>
<tr>
<td>7.</td>
<td>Alternator (amps)</td>
<td>220, Heavy Duty</td>
</tr>
<tr>
<td>8.</td>
<td>Flexible Fuel Vehicle (FFV)</td>
<td>Not Required</td>
</tr>
<tr>
<td>9.</td>
<td>Battery (CCA)</td>
<td>750</td>
</tr>
<tr>
<td>10.</td>
<td>Cooling System</td>
<td>Heaviest Duty Available</td>
</tr>
<tr>
<td>11.</td>
<td>EPA Estimated Mileage (City/Highway MPG)</td>
<td>18/25</td>
</tr>
<tr>
<td><strong>Driveability</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Steering</td>
<td>Power/Tilt</td>
</tr>
<tr>
<td>13.</td>
<td>Power Antilock Brakes (ABS) Front &amp; Rear</td>
<td>Required</td>
</tr>
<tr>
<td><strong>Exterior</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Number of Doors</td>
<td>4</td>
</tr>
<tr>
<td>15.</td>
<td>Wheelbase (in.)</td>
<td>112.9</td>
</tr>
<tr>
<td>16.</td>
<td>Body Side Molding (Installed)</td>
<td>Not Required</td>
</tr>
<tr>
<td>17.</td>
<td>Exterior Mirrors — Right &amp; Left Mounted</td>
<td>Heated/Power Remote</td>
</tr>
<tr>
<td>18.</td>
<td>Paint — Specify Standard Colors</td>
<td>Standard</td>
</tr>
<tr>
<td>19.</td>
<td>Left Handled Spotlight, Pillar Mounted</td>
<td>Required</td>
</tr>
<tr>
<td>20.</td>
<td>Tires — Pursuit/Speed Rated per Manufacturer:</td>
<td>All Season, Steel Belted, Black Wall</td>
</tr>
<tr>
<td>21.</td>
<td>Spare Tire/Wheel</td>
<td>Full Size</td>
</tr>
<tr>
<td><strong>Safety</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Air Bag Restraint System (Driver &amp; Passenger)</td>
<td>Required</td>
</tr>
<tr>
<td>23.</td>
<td>Supplement Restraint System (Driver &amp; Passenger)</td>
<td>Required</td>
</tr>
<tr>
<td><strong>Seating</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Seating Capacity</td>
<td>5</td>
</tr>
<tr>
<td>25.</td>
<td>Seat Covering</td>
<td>Cloth FR, Vinyl RR</td>
</tr>
<tr>
<td>Line No.</td>
<td>Standard Specification Item</td>
<td>Minimum Requirements</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>26.</td>
<td>Floor Covering</td>
<td>Heavy Duty Rubber</td>
</tr>
<tr>
<td>27.</td>
<td>Front Seat Type</td>
<td>Bucket Adjustable – No Center Console</td>
</tr>
<tr>
<td>28.</td>
<td>Rear Seat Type</td>
<td>Vinyl Bench – No Center Console</td>
</tr>
<tr>
<td>29.</td>
<td>Arm Rest on Front Doors</td>
<td>Required</td>
</tr>
<tr>
<td>30.</td>
<td>Foam Front Seat Cushion</td>
<td>Required</td>
</tr>
<tr>
<td>31.</td>
<td>Trunk Light</td>
<td>Automatic</td>
</tr>
<tr>
<td>32.</td>
<td>Interior Lighting</td>
<td>Overhead Dome &amp; Map or Dome Driver Light</td>
</tr>
<tr>
<td>33.</td>
<td>Interior Rear View Mirror</td>
<td>Day/Night</td>
</tr>
<tr>
<td>34.</td>
<td>Fuel Capacity (Gal.)</td>
<td>19</td>
</tr>
<tr>
<td>35.</td>
<td>Base Curb Weight (lbs.)</td>
<td>4300</td>
</tr>
<tr>
<td>36.</td>
<td>Headroom (Front/Rear) (in.)</td>
<td>39/36</td>
</tr>
<tr>
<td>37.</td>
<td>Leg Room (Front/Rear) (in.)</td>
<td>41/39</td>
</tr>
<tr>
<td>38.</td>
<td>Hip Room (Front/Rear) (in.)</td>
<td>56/55</td>
</tr>
<tr>
<td>39.</td>
<td>Shoulder Room (Front/Rear) (in.)</td>
<td>57/56</td>
</tr>
<tr>
<td>40.</td>
<td>Interior Cargo Area (cu. ft.)</td>
<td>16</td>
</tr>
<tr>
<td>41.</td>
<td>2 Sets of Keys with FOB Enabling Electronic Keyless Entry</td>
<td>Required</td>
</tr>
<tr>
<td>42.</td>
<td>Glass</td>
<td>High Strength, Factory Tint</td>
</tr>
<tr>
<td>43.</td>
<td>Rear Window Defroster</td>
<td>Wired in Glass</td>
</tr>
<tr>
<td>44.</td>
<td>Fresh Air Temperature Controlled Heater</td>
<td>With Windshield Defrosters</td>
</tr>
<tr>
<td>45.</td>
<td>Intermittent Windshield Wipers</td>
<td>With Dual Speed</td>
</tr>
<tr>
<td>46.</td>
<td>Air Conditioning</td>
<td>Required</td>
</tr>
<tr>
<td>47.</td>
<td>Radio – Factory Installed</td>
<td>AM/FM</td>
</tr>
<tr>
<td>48.</td>
<td>Radio Suppression System</td>
<td>Required</td>
</tr>
<tr>
<td>49.</td>
<td>12 Volt Power Outlet, in Front Compartment</td>
<td>Required</td>
</tr>
<tr>
<td>50.</td>
<td>Fuel at Delivery</td>
<td>½ Tank</td>
</tr>
<tr>
<td>51.</td>
<td>Speedometer/Standard Gauge Package</td>
<td>Required</td>
</tr>
<tr>
<td>52.</td>
<td>Hood Latch Release</td>
<td>Inside Passenger Compartment only, by Driver Side</td>
</tr>
<tr>
<td>53.</td>
<td>Remote Controlled Trunk Release by Driver</td>
<td>Required</td>
</tr>
<tr>
<td>54.</td>
<td>Dual Horns, Factory Installed</td>
<td>Required</td>
</tr>
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</table>
### AUTOMOBILE-POLICE SPECIAL—SEDAN—4 DOOR—V6—AWD

**Item Number 1**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Standard Specification Items</th>
<th>Minimum Requirements</th>
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<tbody>
<tr>
<td></td>
<td>Warranty:</td>
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<td>55.</td>
<td>Rust Proofing</td>
<td>Min. Factory Warranty</td>
</tr>
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<td>56.</td>
<td>Manufacturer Standard</td>
<td>Min. 3 yr./36,000 Mile</td>
</tr>
<tr>
<td>57.</td>
<td>Powertrain</td>
<td>Min. 5 yr./100,000 Mile</td>
</tr>
<tr>
<td></td>
<td>Optional Equipment Items:</td>
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</tr>
<tr>
<td>58.</td>
<td>45-Day Tags</td>
<td></td>
</tr>
<tr>
<td>59.</td>
<td>Additional Set of Keys (Keys Only)</td>
<td></td>
</tr>
<tr>
<td>60.</td>
<td>Street Appearance Package</td>
<td></td>
</tr>
<tr>
<td>61.</td>
<td>Full Face Wheel Covers</td>
<td></td>
</tr>
<tr>
<td>62.</td>
<td>Police Special - Sedan - FWD</td>
<td></td>
</tr>
<tr>
<td>63.</td>
<td>License Plate Bracket - Front</td>
<td></td>
</tr>
<tr>
<td>64.</td>
<td>Keyless Entry - Deduct</td>
<td></td>
</tr>
<tr>
<td>65.</td>
<td>Perimeter Anti-Theft Alarm</td>
<td></td>
</tr>
<tr>
<td>66.</td>
<td>No Spotlight - Deduct</td>
<td></td>
</tr>
<tr>
<td>67.</td>
<td>3.5L V6 GTDI EcoBoost – AWD Only</td>
<td></td>
</tr>
<tr>
<td>68.</td>
<td>EcoBoost Speed Limited Calibration with the 3.5L V6 GTDI EcoBoost – AWD Only</td>
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<tr>
<td>69.</td>
<td>Inside Trunk Lid Flashing Warning Lights (activated when trunk lid is raised)</td>
<td></td>
</tr>
<tr>
<td>70.</td>
<td>Rear Door/Inoperable</td>
<td></td>
</tr>
<tr>
<td>71.</td>
<td>Special Paint Option (Two-Tone) - Call for Availability</td>
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</tr>
<tr>
<td>72.</td>
<td>Rear Window Delete</td>
<td></td>
</tr>
<tr>
<td>73.</td>
<td>Additional Option Package (Bidder to Specify Type)</td>
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</tbody>
</table>
## PRICE SCHEDULE

**ITEM #1 - AUTOMOBILE - POLICE SPECIAL - SEDAN - 4 DOOR - V6 - AWD**

| INDICATE CITY/STATE OF MANUFACTURER: |  |
|--------------------------------------|  |
| Chicago, Illinois                    |  |

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>MFG:</th>
<th>MODEL:</th>
<th>MODEL NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEBANON FORD</td>
<td>Ford</td>
<td>Interceptor Sedan</td>
<td>P2M</td>
</tr>
</tbody>
</table>

**REAR END GEAR RATIO: 3.39**

**ITEM ID NO.: 30239**

**UNIT PRICE:** $ 22,600.00

<table>
<thead>
<tr>
<th>ITEM ID NO.</th>
<th>DELIVERY CHARGE</th>
<th>UNIT COST</th>
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<tbody>
<tr>
<td>28132</td>
<td>Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:</td>
<td>$ 0.40</td>
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<tr>
<td>28133</td>
<td>Minimum Delivery Charge</td>
<td>$ 125.00</td>
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</table>

<table>
<thead>
<tr>
<th>ITEM ID NO.</th>
<th>OPTION/ORDER CODE</th>
<th>OPTION</th>
<th>UNIT COST</th>
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<tbody>
<tr>
<td>28134</td>
<td>TEMP</td>
<td>45-Day Tags</td>
<td>$ 18.50</td>
</tr>
<tr>
<td>28135</td>
<td>KEY</td>
<td>Additional Set of Keys (Key Only)</td>
<td>$ 13.00</td>
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<tr>
<td>28136</td>
<td>12P</td>
<td>Street Appearance Package</td>
<td>$ 379.00</td>
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<tr>
<td>28137</td>
<td>65L</td>
<td>Full Face Wheel Covers</td>
<td>$ 59.00</td>
</tr>
<tr>
<td>Note on P.O.</td>
<td>P2L</td>
<td>Police Special - Sedan - FWD</td>
<td>($ 590.00)</td>
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<tr>
<td>Note on P.O.</td>
<td>STANDARD</td>
<td>License Plate Bracket – Front</td>
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<tr>
<td>Note on P.O.</td>
<td>-60P</td>
<td>Keyless Entry – Deduct</td>
<td>($ 35.00)</td>
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<tr>
<td>28138</td>
<td>55B</td>
<td>Perimeter Anti-Theft Alarm</td>
<td>$ 119.00</td>
</tr>
<tr>
<td>28234</td>
<td>-21D</td>
<td>No Spotlight</td>
<td>($ 30.00)</td>
</tr>
<tr>
<td>28139</td>
<td>99T</td>
<td>3.5L V6 GTDI EcoBoost – AWD Only</td>
<td>$ 3,011.00</td>
</tr>
<tr>
<td>Note on P.O.</td>
<td>12T</td>
<td>EcoBoost Speed Limited Calibration with the 3.5L V6 GTDI EcoBoost – AWD Only</td>
<td>$ 0.00</td>
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<tr>
<td>28140</td>
<td>ATL-LED</td>
<td>Inside Trunk Lid Flashing Warning Lights (activated when trunk lid is raised)</td>
<td>$ 394.00</td>
</tr>
<tr>
<td>28141</td>
<td>18L</td>
<td>Rear Door/Inoperable</td>
<td>$ 34.00</td>
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<tr>
<td>30147</td>
<td>141 or 142</td>
<td>Special Paint</td>
<td>$ 819.00</td>
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<tr>
<td>30148</td>
<td>67D</td>
<td>Rear Window Delete</td>
<td>$ 24.00</td>
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<tr>
<td>30149</td>
<td>Road Ready</td>
<td>Road Ready W/Light bar &amp; Cages</td>
<td>$ 5595.00</td>
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<tr>
<td>30150</td>
<td>3P</td>
<td>Pre-Drill Front Headlights</td>
<td>$ 119.00</td>
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<tr>
<td>30151</td>
<td>62D</td>
<td>D Electronics Tray for Truck</td>
<td>$ 284.00</td>
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<tr>
<td>30152</td>
<td>65E</td>
<td>Driver Side Ballistic Doors</td>
<td>$ 1549.00</td>
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<tr>
<td>30153</td>
<td>65C</td>
<td>Driver Side &amp; Passenger Ballistic Doors</td>
<td>$ 3094.00</td>
</tr>
</tbody>
</table>

*updated OAKS item # per amendment #1 effective 11/23/16*
INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the current contract analyst listed on the contract website overview page, for approval:

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer’s invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3.00% above manufacturer invoice.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Standard Specification Items</th>
<th>Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand</td>
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<td></td>
</tr>
<tr>
<td>1.</td>
<td>Manufacturer Make</td>
<td>Ford</td>
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<tr>
<td>2.</td>
<td>Manufacturer Model</td>
<td>Interceptor SUV</td>
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<tr>
<td>Powertrain</td>
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<tr>
<td>3.</td>
<td>Engine Type (L/H/Cylinder)</td>
<td>3.7L, V6</td>
</tr>
<tr>
<td>4.</td>
<td>Horsepower (Net HP)</td>
<td>304</td>
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<tr>
<td>5.</td>
<td>Transmission</td>
<td>Automatic, 6 Speed</td>
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<tr>
<td>6.</td>
<td>Drive Type</td>
<td>All Wheel Drive</td>
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<tr>
<td>7.</td>
<td>Alternator (amps)</td>
<td>220</td>
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<tr>
<td>8.</td>
<td>Flexible Fuel Vehicle (FFV)</td>
<td>Required</td>
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<tr>
<td>9.</td>
<td>Battery (CCA)</td>
<td>750</td>
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<tr>
<td>10.</td>
<td>Cooling System</td>
<td>Heaviest Duty Available</td>
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<tr>
<td>11.</td>
<td>EPA Estimated Mileage (City/Highway MPG)</td>
<td>16/21</td>
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<tr>
<td>Driveability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Steering</td>
<td>Electric Power-Assist</td>
</tr>
<tr>
<td>13.</td>
<td>Power Antilock Brakes (ABS)</td>
<td>Required</td>
</tr>
<tr>
<td>13.</td>
<td>Front &amp; Rear</td>
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</tr>
<tr>
<td>Exterior</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Number of Doors</td>
<td>4</td>
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<tr>
<td>15.</td>
<td>Wheelbase (in.)</td>
<td>112.6</td>
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<tr>
<td>16.</td>
<td>Body Side Molding (Installed)</td>
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</tr>
<tr>
<td>17.</td>
<td>Exterior Mirrors – Right &amp; Left Mounted</td>
<td>Power Remote</td>
</tr>
<tr>
<td>18.</td>
<td>Paint – Specify Standard Colors</td>
<td>Standard</td>
</tr>
<tr>
<td>19.</td>
<td>Left Handed Spotlight, Pillar Mounted</td>
<td>Required</td>
</tr>
<tr>
<td>20.</td>
<td>Tires – Pursuit/Spee`d Rated per Manufacturer Recommendations</td>
<td>All Season, Steel Belted, Black Wall</td>
</tr>
<tr>
<td>21.</td>
<td>Spare Tire/Wheel</td>
<td>Full Size</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Air Bag Restraint System (Driver &amp; Passenger)</td>
<td>Required</td>
</tr>
<tr>
<td>23.</td>
<td>Supplement Restraint System (Driver &amp; Passenger)</td>
<td>Required</td>
</tr>
<tr>
<td>Seating</td>
<td></td>
<td></td>
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<tr>
<td>24.</td>
<td>Seating Capacity</td>
<td>5</td>
</tr>
<tr>
<td>25.</td>
<td>Seat Covering</td>
<td>Cloth FR, Vinyl RR</td>
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</tbody>
</table>
### AUTOMOBILE–POLICE SPECIAL–SPORT UTILITY VEHICLE–FULL SIZE-4 DOOR–V6-AWD

#### Item Number 4

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Standard Specification Items</th>
<th>Minimum Requirements</th>
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</thead>
<tbody>
<tr>
<td>26.</td>
<td>Floor Covering</td>
<td>Heavy Duty Rubber</td>
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<tr>
<td>27.</td>
<td>Front Seat Type</td>
<td>Bucket Adjustable – No Center Console</td>
</tr>
<tr>
<td>28.</td>
<td>Rear Seat Type</td>
<td>Split 60/40 Bench</td>
</tr>
<tr>
<td><strong>Interior</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>Arm Rest on Front Doors</td>
<td>Required</td>
</tr>
<tr>
<td>30.</td>
<td>Foam Front Seat Cushion</td>
<td>Required</td>
</tr>
<tr>
<td>31.</td>
<td>Trunk Light</td>
<td>Automatic</td>
</tr>
<tr>
<td>32.</td>
<td>Interior Lighting</td>
<td>Overhead Dome &amp; Map or Dome Driver Light</td>
</tr>
<tr>
<td>33.</td>
<td>Interior Rear View Mirror</td>
<td>Day/Night</td>
</tr>
<tr>
<td><strong>Dimensions</strong></td>
<td></td>
<td></td>
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<tr>
<td>34.</td>
<td>Fuel Capacity (Gal.)</td>
<td>18.6</td>
</tr>
<tr>
<td>35.</td>
<td>Base Curb Weight (lbs.)</td>
<td>4,639</td>
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<tr>
<td>36.</td>
<td>Headroom (Front/Rear) (in.)</td>
<td>41/40</td>
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<tr>
<td>37.</td>
<td>Leg Room (Front/Rear) (in.)</td>
<td>40/41</td>
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<tr>
<td>38.</td>
<td>Hip Room (Front/Rear) (in.)</td>
<td>57/56</td>
</tr>
<tr>
<td>39.</td>
<td>Shoulder Room (Front/Rear) (in.)</td>
<td>61/60</td>
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<tr>
<td>40.</td>
<td>Interior Cargo Area</td>
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<tr>
<td></td>
<td>Cargo Area Seats Folded Down (cu. ft.)</td>
<td>48/85</td>
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<tr>
<td><strong>Accessories:</strong></td>
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<td></td>
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<tr>
<td>41.</td>
<td>2 Sets of Keys with FOB</td>
<td>Required</td>
</tr>
<tr>
<td></td>
<td>Enabling Electronic Keyless Entry</td>
<td></td>
</tr>
<tr>
<td>42.</td>
<td>Glass</td>
<td>High Strength, Factory Tint</td>
</tr>
<tr>
<td>43.</td>
<td>Rear Window Defroster</td>
<td>Wired in Glass</td>
</tr>
<tr>
<td>44.</td>
<td>Fresh Air Temperature</td>
<td>With Windshield Defrosters</td>
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<tr>
<td></td>
<td>Controlled Heater</td>
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</tr>
<tr>
<td>45.</td>
<td>Intermittent Windshield Wipers</td>
<td>With Dual Speed</td>
</tr>
<tr>
<td>46.</td>
<td>Air Conditioning</td>
<td>Required</td>
</tr>
<tr>
<td>47.</td>
<td>Radio – Factory Installed</td>
<td>AM/FM</td>
</tr>
<tr>
<td>48.</td>
<td>Radio Suppression System</td>
<td>Required</td>
</tr>
<tr>
<td>49.</td>
<td>12 Volt Power Outlet, in Front</td>
<td>Required</td>
</tr>
<tr>
<td></td>
<td>Compartment</td>
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<tr>
<td>50.</td>
<td>Fuel at Delivery</td>
<td>½ Tank</td>
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<tr>
<td>51.</td>
<td>Speedometer/Standard Gage Package</td>
<td>Required</td>
</tr>
<tr>
<td>52.</td>
<td>Hood Latch Release</td>
<td>Inside Passenger Compartment only, by Driver Side</td>
</tr>
<tr>
<td>53.</td>
<td>Dual Horns, Factory Installed</td>
<td>Required</td>
</tr>
<tr>
<td>54.</td>
<td>Electronic Door Locks/</td>
<td>Driver Control Lock Out (Required)</td>
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<td></td>
<td>Electronic Windows</td>
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</table>
### AUTOMOBILE–POLICE SPECIAL– SPORT UTILITY VEHICLE–FULL SIZE-4 DOOR–V6-AWD

#### Item Number 4

<table>
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<th>Line No.</th>
<th>Standard Specification Items</th>
<th>Minimum Requirements</th>
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<tr>
<td><strong>Accessories:</strong></td>
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<tr>
<td>55.</td>
<td>Rear Window Wiper/Washer</td>
<td>If applicable</td>
</tr>
<tr>
<td>56.</td>
<td>Remote Control Rear Gate Release by Driver</td>
<td>Required, if available</td>
</tr>
<tr>
<td>57.</td>
<td>Rear Door</td>
<td>Lift Gate</td>
</tr>
<tr>
<td><strong>Warranty:</strong></td>
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<td></td>
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<tr>
<td>58.</td>
<td>Rust Proofing</td>
<td>Min. Factory Warranty</td>
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<tr>
<td>59.</td>
<td>Manufacturer Standard</td>
<td>Min. 3 yr./36,000 Mile</td>
</tr>
<tr>
<td>60.</td>
<td>Powertrain</td>
<td>Min. 5 yr./100,000 Mile</td>
</tr>
<tr>
<td><strong>Optional Equipment Items:</strong></td>
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</tr>
<tr>
<td>61.</td>
<td>45-Day Tags</td>
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</tr>
<tr>
<td>62.</td>
<td>Wheel Cover</td>
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</tr>
<tr>
<td>63.</td>
<td>Inside-Rear Door Locks and Rear Door Handles Inoperable</td>
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<td>64.</td>
<td>Inside Windows-Rear-Power Delete</td>
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</tr>
<tr>
<td>65.</td>
<td>Heated Side View Mirrors</td>
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<tr>
<td>66.</td>
<td>Carpet</td>
<td></td>
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<tr>
<td>67.</td>
<td>3.5L V6 EcoBoost</td>
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<tr>
<td>68.</td>
<td>Red/White Dome Light in Cargo Area</td>
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</tr>
<tr>
<td>69.</td>
<td>Rear Lighting Solution for Cargo Area</td>
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</tr>
<tr>
<td>70.</td>
<td>Perimeter Anti-Theft Alarm</td>
<td></td>
</tr>
<tr>
<td>71.</td>
<td>Remote Keyless Entry Key FOB w/o Key Pad - Deduct</td>
<td></td>
</tr>
<tr>
<td>72.</td>
<td>Rear Console Plate</td>
<td></td>
</tr>
<tr>
<td>73.</td>
<td>Grille LED Lights, Siren &amp; Speaker Pre-Wiring</td>
<td></td>
</tr>
</tbody>
</table>
## PRICE SCHEDULE

**ITEM #4 - AUTOMOBILE - POLICE SPECIAL - SPORT UTILITY VEHICLE - FULL SIZE - 4 DOOR-V6-AWD**

<table>
<thead>
<tr>
<th>DELIVERY:</th>
<th>INDICATE CITY/STATE OF MANUFACTURER:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>MFG:</th>
<th>MODEL:</th>
<th>MODEL NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEBANON FORD</td>
<td>Ford</td>
<td>Utility Interceptor</td>
<td>K8A</td>
</tr>
</tbody>
</table>

**REAR END GEAR RATIO: 3.85**

**ITEM ID NO.: 28200**

| UNIT PRICE: | $ 26,005.00 |

<table>
<thead>
<tr>
<th>ITEM ID NO.</th>
<th>DELIVERY CHARGE</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>28201</td>
<td>Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:</td>
<td>$ 0.40</td>
</tr>
<tr>
<td>28202</td>
<td>Minimum Delivery Charge</td>
<td>$ 130.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM ID NO.</th>
<th>DEALER OPTION/ORDER CODE</th>
<th>OPTION</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>28204</td>
<td>TEMP</td>
<td>45-Day Tags</td>
<td>$ 16.50</td>
</tr>
<tr>
<td>28205</td>
<td>65L</td>
<td>Wheel Cover</td>
<td>$ 59.00</td>
</tr>
<tr>
<td>30162</td>
<td>683</td>
<td>Inside-Rear Door Locks Inoperable</td>
<td>$ 34.00</td>
</tr>
<tr>
<td>30163</td>
<td>68L</td>
<td>Rear Door Handles Inoperable</td>
<td>$ 34.00</td>
</tr>
<tr>
<td>28207</td>
<td>18W</td>
<td>Inside Windows-Rear-Power Delete</td>
<td>$ 24.00</td>
</tr>
<tr>
<td>28208</td>
<td>549</td>
<td>Heated Side View Mirrors</td>
<td>$ 59.00</td>
</tr>
<tr>
<td>28209</td>
<td>16C</td>
<td>Carpet</td>
<td>$ 124.00</td>
</tr>
<tr>
<td>28210</td>
<td>99T</td>
<td>3.5L, V6 EcoBoost</td>
<td>$ 2,999.00</td>
</tr>
<tr>
<td>28211</td>
<td>17T</td>
<td>Red/White Dome Light in Cargo Area</td>
<td>$ 49.00</td>
</tr>
<tr>
<td>28212</td>
<td>66C/ZAD</td>
<td>Rear Lighting Solution for Cargo Area</td>
<td>$ 499.00</td>
</tr>
<tr>
<td>28213</td>
<td>593</td>
<td>Perimeter Anti-Theft Alarm</td>
<td>$ 119.00</td>
</tr>
<tr>
<td>Note on P.O.</td>
<td>-595</td>
<td>Remote Keyless Entry Key FOB w/o Key Pad - Deduct</td>
<td>$0.00</td>
</tr>
<tr>
<td>28214</td>
<td>85R</td>
<td>Rear Console Plate</td>
<td>$ 34.00</td>
</tr>
<tr>
<td>28215</td>
<td>60A</td>
<td>Grille LED Lights, Siren &amp; Speaker Pre-Wiring</td>
<td>$ 49.00</td>
</tr>
<tr>
<td>29760</td>
<td>53M</td>
<td>SYNC</td>
<td>$ 294.00</td>
</tr>
<tr>
<td>29761</td>
<td>Trailer Tow</td>
<td>Hitch with Wiring</td>
<td>$699.00</td>
</tr>
<tr>
<td>30156</td>
<td>86P</td>
<td>Pre Drill Front Headlights LED</td>
<td>$124.00</td>
</tr>
<tr>
<td>30157</td>
<td>86T</td>
<td>Pre Drill For Rear Lights LED</td>
<td>$59.00</td>
</tr>
<tr>
<td>30158</td>
<td>90D</td>
<td>Class III Ballistic Door Driver</td>
<td>$1,580.00</td>
</tr>
<tr>
<td>30159</td>
<td>9CE</td>
<td>Class III Ballistic Doors Both</td>
<td>$3,160.00</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the current contract analyst listed on the contract website overview page, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer’s invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: **3.00%** above manufacturer invoice.

List standard paint colors: ____________________________________________________________
CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:

136744
Byers Chevrolet
5887 N. Meadowo Dr.
Grove City, OH 43123

CONTRACTOR'S CONTACT: Tom Allen

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS900917-1
DELIVERY: See Price Schedule

TERMS: Net 30 Days
Telephone: (614) 782-2738
FAX: (614) 782-2720
E-mail: tallen@byersauto.com
E-mail: tallen@byersauto.com

CONTRACT NO.: RS900917-2
DELIVERY: See Price Schedule

TERMS: Net 30 Days
Toll Free: (855) 246-4052
Telephone: (419) 238-3944
FAX: (866) 248-8918
E-mail: dave.matarese@grevecrysler.com
FAX: (866) 248-8918

CONTRACT NO.: RS900917-3
DELIVERY: See Price Schedule

TERMS: Net 30 Days
Telephone: (614) 570-0762
FAX: (513) 672-9762
E-mail: frankbeaver@roadrunner.com
E-mail: frankbeaver@roadrunner.com

CONTRACTOR'S CONTACT: Dave Matarese

Preferred Method of receiving Purchase Orders:

CONTRACTOR'S CONTACT: Frank Beaver

Preferred Method of receiving Purchase Orders:
CONTRACTOR'S INDEX (Cont'd)

CONTRACTOR AND TERMS:

52914
Taylor Chevrolet Inc.
2510 N. Memorial Dr.
Lancaster, OH 43130

CONTRACTOR'S CONTACT: Carmella Earich

CONTRACT NO.: RS900917-4

DELIVERY: 120 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 345-4910
Telephone: (740) 653-2091
FAX: (740) 652-2200
E-mail: cearich@taylordealerships.com

E-mail: cearich@taylordealerships.com

Preferred Method of receiving Purchase Orders:
TAURUS 4-DOOR  2017 AWD INTERCEPTOR  3.7L V6 TVCT ENGINE  6-SPEED AUTO TRANSMISSION

EXTERIOR
- 245/55R18 A/S POLICE TIRES
- 18" H.D.STEEL WHEELS
- 18" WHEEL HUB CAP
- FULL SIZE 18" SPARE W/TPMS
- DUAL POWER MIRRORS
- INTEGRATED SPOTTER MIRRORS & AUDIO CONTROLS
- HALOGEN HEADLAMPS
- PRIVACY GLASS 2ND/3RD ROW
- DUAL EXHAUST SYSTEM
- GRILLE - BLACK
- KEY LOCKS (DR/PASS/LFTGT)
- EASY FUEL CAPLESS FILLER

INTERIOR
- BLACK VINYL FLOOR
- POWER DR SEAT/6-WAY/M LUMBAR
- MANUAL PASS SEAT - 2-WAY
- CLOTH BUCKET FRONT SEATS
- 60/40 SPLIT VINYL REAR
- TILT STEERING WHL/ CRUISE
- CERTIFIED SPEEDOMETER
- ENGINE HOUR / IDLE METER
- CONSOLE MOUNTING PLATE
- UNIVERSAL TOP TRAY
- RED / WHITE DOME LAMP

FUNCTIONAL
- ALL WHEEL DRIVE SYSTEM
- COLUMN MOUNTED SHIFTER
- HEAVY DUTY 78-AMP BATTERY
- 220 AMP ALTERNATOR
- POLICE BRAKES: 4 WHL DISC
- W/ ABS & TRACTION CONTROL
- HEAVY DUTY SUSPENSION
- POWER STEERING W/EPAS
- ENGINE OIL COOLER
- TRANSMISSION OIL COOLER
- POWER LOCKS AND WINDOWS
- AM/FM SINGLE CD/MP3, 6SPKR
- ADJUST PEDALS, NON MEMORY
- BATTERY SAVER FEATURE
- POWERPOINTS (2)

SAFETY/SECURITY
- 75 MPH REAR-CRASH TESTED
- ADVANCETRAC WITH RSC
- AIRBAGS - FRONT AND SIDE
- AIRBAGS - SAFETY CANOPY
- PERSONAL SAFETY SYSTEM
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY
- 3YR/36K MILE WARRANTY

FRANK BEAVER
LEBANON FORD 614-570-0702

BASE STATE BID PRICE $22,600.00
Included on this Vehicle EQUIPMENT GROUP 500A
Optional Equipment 2017 MODEL YEAR

WHAT COLOR CHARCOAL CLT FRT/CLOTH RR
3.7L V6 TRICT ENGINE
6-SPEED AUTO TRANSMISSION
CAST ALUMINUM WHEELS 642 $695.00
NO SPOTLIGHT CREDIT -50.00
KEYED ALIKE 1435X $75.00
CLOTH REAR SEATS 88C $75.00
FRONT HEADLIGHT PREP 13P $124.00
HEATED MIRRORS 549 $59.00
ELECTRONICS TRAY 62D $284.00
CARGO LOCKABLE VAULT 19T $255.00
TAILLIGHT PREP 90T $59.00
GRILL LAMP WIRE 51G $49.00
DELIVERY CHARGE $125.00
45 DAY TAG $18.50
TOTAL STATE BID $24,388.50
NO CARPET, NO CONSOLE
<table>
<thead>
<tr>
<th>EXTERIOR</th>
<th>INTERIOR</th>
<th>STANDARD STATE BID PRICE</th>
</tr>
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<tbody>
<tr>
<td>245/50R18 A/S POLICE TIRES</td>
<td>BLACK VINYL FLOOR COVERING</td>
<td>$26,005</td>
</tr>
<tr>
<td>18&quot; H.D.STEEL WHEELS</td>
<td>PWR DR SEAT/6-WAY/M LUMBAR</td>
<td></td>
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<tr>
<td>18&quot; WHEEL HUB CAP</td>
<td>MANUAL PASS SEAT - 2-WAY CLOTH BUCKET FRONT SEATS</td>
<td></td>
</tr>
<tr>
<td>FULL SIZE 18&quot; SPARE W/TPMS</td>
<td>60/40 SPLIT VINYL REAR TILT STEERING WHL/ CRUISE</td>
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<td>DUAL POWER MIRRORS</td>
<td></td>
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<tr>
<td>INTEGRATED SPOTTER MIRRORS &amp; AUDIO CONTROLS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HALOGEN HEADLAMPS</td>
<td>1-TOUCH DOWN DRIVER WINDOW</td>
<td></td>
</tr>
<tr>
<td>PRIVACY GLASS 2ND/3RD ROW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DUAL EXHAUST SYSTEM</td>
<td>A/C W/MANUAL CLIMATE CONTROL, SINGLE ZONE</td>
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<td>GRILLE - BLACK</td>
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<td></td>
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<tr>
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<td>AIRBAGS - SAFETY CANOPY</td>
<td></td>
</tr>
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<td>POLICE BRAKES: 4 WHL DISC</td>
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<td>HEAVY DUTY SUSPENSION</td>
<td>TIRE PRESSURE MONITOR SYS</td>
<td></td>
</tr>
<tr>
<td>ENGINE OIL COOLER</td>
<td>WARRANTY</td>
<td></td>
</tr>
<tr>
<td>TRANSMISSION OIL COOL FR</td>
<td>3YR/36K MILE WARRANTY</td>
<td></td>
</tr>
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</tr>
<tr>
<td>ADJUST PEDALS, NON MEMORY</td>
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</tr>
<tr>
<td>BATTERY SAVER FEATURE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWERPOINTS (2)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FRANK BEAVER LEBANON FORD
614-570-0702
RS901214
GDC050
RESOLUTION NO. R-44-17

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO THE KE ROSE COMPANY FOR PURCHASE AND INSTALLATION OF SPECIALIZED EQUIPMENT IN POLICE VEHICLES

WHEREAS, the City of Piqua Police Department requires the purchase and installation of specialized police vehicle equipment to fulfill their duties to the citizens of the City of Piqua, and;

WHEREAS, the City of Piqua has budgeted for replacement of Police vehicle equipment, and;

WHEREAS, the Piqua Police Department has determined for reasons of standardization and according to open bid IFB #1703 to use the KE Rose Company for the purchase, transfer and installation of Police vehicle equipment pursuant to PCO 34.19(C);

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: A purchase order is hereby authorized to the KE Rose Company, Huber Heights, Ohio, for purchase, transfer and installation of Police vehicle equipment not to exceed $28,516.40.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the City treasury in payment for said equipment purchase.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: _____________________

ATTEST: _____________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________
seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 21, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>Two resolutions authorizing purchase orders for two marked Police cruisers and two unmarked Police vehicles; and for the purchase and installation of specialized equipment in Police vehicles.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Thomas M. Steiner, Deputy Chief of Police  
Department: Police |
| AGENDA CLASSIFICATION | ☑ Consent  
☐ Ordinance  
☑ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director |
| BACKGROUND | In the Fall of 2013, the Piqua Police Department started a strategic fleet replacement plan. The addition of four more units in 2017 will continue this planned replacement by replacing the final marked units that were in the fleet prior to 2013 and two 2003 model year unmarked units. 

In 2015 and 2016 we purchased one unmarked Ford Police Sedan (Taurus based) each year to begin replacement of 2003 model year vehicles used by detectives and administrative personnel. The sedan uses the same platform as the utility vehicles purchased for patrol, so there is some commonality of parts, including spare tires. Using the heavier duty police model is anticipated to help the unmarked vehicles last for several years. 

All four vehicles are being purchased using state bid contract #RS500917 (9/30/2017) through Statewide Ford. The total base price for the two Utility vehicles is $52,001.00 ($26,005.00 each) with an additional $1,428.00 ($714.00 Each) in options for a total of $53,438.00. The total base price for the two Sedans is $45,200.00 ($22,600.00 Each) with $3,327.00 ($1,663.50 Each) in options for a total of $48,527. The total cost for all four vehicles with options is $101,965.00. |
| | An open bid (IFB #1703) was put out for up-fitting the vehicles in a substantially similar manner as the previous year's equipment up-fit. KE Rose submitted the lowest bid at $25,924.00. The Police |
Department has been very satisfied with the workmanship and service provided by KE Rose on previous vehicles and would recommend awarding this bid to KE Rose.

<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budgeted $:</strong></td>
</tr>
<tr>
<td><strong>Expenditure $:</strong></td>
</tr>
<tr>
<td><strong>Source of Funds:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Narrative:</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONS (Include Deny /Approval Option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve the resolution to replace to four old police vehicles and specialized equipment with new.</td>
</tr>
<tr>
<td>2. Deny the resolution, delaying implementation of the long-term fleet replacement program.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles would be ordered within days of the passage of the resolution. State Bid calls for delivery within 120 days. After delivery, another four to six weeks are necessary for after-market up-fitting. The after-market equipment would be ordered at the same time and available on delivery of the vehicles.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve the expenditure by passing this resolution.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable pages from State of Ohio DAS contract for Law Enforcement Vehicles.</td>
</tr>
<tr>
<td>Applicable quotes from Statewide Ford</td>
</tr>
<tr>
<td>IFB #1703 Bid Tabulation Sheet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>---</td>
</tr>
</tbody>
</table>
INVITATION FOR BID

CITY OF PIQUA, OHIO

Purchasing Department
201 W. Water St.
Piqua, Oh 45356

Date: January 11, 2017

For further information contact:
Bev Yount, CPPB/Purchasing Analyst
Phone: 937-778-2065
Email: byount@piquaoh.org

Your sealed, written bid is requested for: Up Fitting two new Police vehicles and two Unmarked vehicles per
the included bid form and specifications.

Bids must be received in Purchasing Office no later than: 2:00 P.M. Friday, January 27, 2017

Envelopes shall be plainly marked: IFB 1703 Police Up Fitting on left, lower corner of envelope

User agency: Police Department

Deliver to: 100 N. Wayne St., Piqua, Ohio 45356

Submit signed original bid and one (1) copy of the bid.

Bidder is requested to use the City's bid form that is enclosed, as none other will be accepted. LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED. A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope. All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B. Bids are to include all shipping costs to the point of delivery as indicated above. The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136). State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference. The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the City. The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list.
BID
to the
City of Piqua, Ohio
Purchasing Department

Reply To I.F.B. No.: 1703

The undersigned proposes and agrees to furnish any or all items bid and to deliver them to the specific destination at the prices stated herein.

**Please see attached Exhibit A for specifications and pricing sheet**

Number of days to complete the up fitting: ________________

Include three references of similar work performed. Include the name of government/business, contact person, phone number and e-mail.

Contact Deputy Chief Tom Steiner by phone at (937) 778-2039 or by e-mail at tsteiner@piquah.org with any questions regarding vehicle up fitting specifications no later than January 20, 2017.

THE Undersigned hereby certifies that items furnished as a result of this bid will be in full accordance with the City of Piqua specifications applying thereto unless exceptions are stated above.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: ____ % 10th Proximo.
Leave blank if your terms are Net 30 days.

Delivery will be made within _____ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within 180 calendar days after bid opening unless otherwise stated.

Bidding Company: ________________________________

Address: _______________________________________

City ___________________ State _______ Zip Code

By: ______________________________ (please print or type) Name and Title

Signature: ______________________________

Phone No.: ___________________ Fax No.: _________________

Email Address: ________________________________

Fed. I.D. No.: ________________________________
1. BILLING: All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days of your disagreement or waive the claim. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order. The City of Piqua may issue payments to vendors electronically upon agreement of both parties.

2. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased or receipt of correct and acceptable invoice, whichever is later.

3. FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are subject to a "delivered price" basis. When, in rare instances, the City accepts an quotation not including all shipping charges, your claim for reimbursement, must be submitted on the invoice and supported with a copy of the original freight bills.

4. TAXES: The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6952136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.

5. DELIVERIES: Deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.

6. CANCELLATION: The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.

7. DEFAULT AND CANCELLATION: In case of default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs incurred thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.

8. NO VARIATIONAL AGREEMENTS: The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. In order to be binding on the parties, any changes made in these Terms and Conditions shall be in writing and signed by both parties.

9. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and hold harmless the City of Piqua, Ohio, its officers, agents and employees from and against any and all loss, costs or expenses, claims or judgments as a result of, caused by, or incurred in any patent, copyright or trademark infringement and/or royalty, patent, or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.

10. INSPECTION: The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right inspec such items at the time of their delivery and/or completion. Items submitted hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery, even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.

11. WARRANTY: You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate or limit any implied warranties of merchantability or fitness. This warranty shall survive any termination, delivery, acceptance or payment by the City of Piqua.

12. RISK OF LOSS: Title and risk of loss and with respect to the items shall remain with you until the items are a complete state have been delivered to and accepted by the City of Piqua or to an agent consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip which accompanies any such shipment and if it accompanies its shipment to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee agrees to be final and binding on you with respect to such shipment.

13. SAVING HARMLESS: You shall indemnify and hold the City of Piqua, its officers, elected officials, agents, consignees, employees, volunteers, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or by any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to reselling from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua or other than where the City of Piqua's negligence consists in its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

14. INSURANCE: It is requested that the City of Piqua, you shall maintain policies of liability insurance such types and such amounts with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Sections 14. Such policies of insurance shall not be canceled unless notice of cancellation shall be given by you to the City of Piqua, a copy of such notice shall be forwarded concurrently to the City of Piqua. Any agent or consignee agrees to be final and binding on you with respect to such shipment.

15. EQUALLY EMPLOYMENT OPPORTUNITY: (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, promotion, or transfer, recruitment or recruitment advertising, lay-off, determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) It is expressly agreed to by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically written herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.

16. AGREEMENT TO RESOLVE DISPUTES: The parties agree that any disputes between the parties that arise out of or in any way connected with this order or any agreements entered into in connection with this order shall be arbitrated in accordance with the rules of the State of Ohio. In any action, special proceedings or any action that may be brought arising out of, in connection with, or by reason of this agreement, the courts of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which such action or special proceeding may be instituted.

17. ADDITIONAL RIGHTS: Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes under this contract shall be instituted only in the State of Ohio.

18. INDEPENDENT CONTRACTOR: The contractor, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

19. ASSIGNMENT: This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.
MINIMUM SPECIFICATIONS: SEE ATTACHED

NOTE: Specifications are based on equipment and components known to provide the required level of serviceability and maintainability. Equipment and components not meeting the exact specification as written but which can be demonstrated to provide the same or better level of serviceability and maintainability will be considered. Bidder must include an exception listing noting items differing from specification and how items bid fulfill the intent of the specification.

GENERAL PROVISIONS

INTENT: The City of Piqua desires to up fit two new marked vehicles and two unmarked vehicle as described in these specifications. It is our intent to describe the equipment, accessories and modifications needed in Exhibit A attached as the up fitting requirements specification.

ENVIRONMENTAL AND SAFETY FEATURES: The up fitting equipment shall be furnished with all required safety and environmental devices and features required by national, state and local safety and other applicable codes. Wires are to be cable tied and/or loomed, not taped. Power unit fuses are to be labeled and/or a fuse chart provided.

DETAILED SPECIFICATIONS: The following specifications shall be regarded as minimum only and the absence of any particular item from these specifications that is necessary for the operation or maintenance of the units shall not be sufficient cause for not furnishing that particular item.

EXCEPTIONS/DEVIATIONS: Bidder must state the model numbers under which the units being bid are listed in the manufacturer literature. Any exceptions/deviations to the component list and specification requirements, or failure to submit requested information will be considered sufficient cause for rejection of a proposal.

INFORMATION TO BE FURNISHED BY BIDDER: Bidder shall furnish with the bid packages, current published literature that best explains the models and identification of the options that meet or exceed the specification.

SERVICE FACILITIES: The bidder will be required to state as part of his proposal the locations of his service and maintenance facility and the location where the repair and replacement parts for the equipment may be obtained. The location of such facilities will be taken into account in determining the lowest and best bid.

DELIVERY DATE: The bidder will be required to state as part of his proposal A DATE BY WHICH THE COMPLETE UNITS WILL BE DELIVERED TO THE CITY OF PIQUA. This date will be taken into account in determining the lowest and best bid.

DELIVERY: The successful bidder shall deliver the completed vehicle to the CITY OF PIQUA, POLICE DEPARTMENT AT 100 N. WAYNE ST., PIQUA, OH 45356. The unit, upon delivery, shall be complete as per specifications and properly serviced for the trip between the successful bidder and the City of Piqua.

WARRANTY: Upon delivery of the unit to the City, the successful bidder shall furnish written warranties covering the correction of defective materials and/or workmanship.

In the event that the successful bidder's place of business is located in excess of 40 road miles from the City of Piqua said successful bidder shall be responsible for picking up the unit bid at the Police Department to perform warranty service work at his place of business and returning said unit at his expense.
### Exhibit "A"

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ITEM #</th>
<th>EACH</th>
<th>TOTAL (2 CARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HID LOW/loggedIn 2017 FORD POLICE INTERCEPTOR UTILITY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whelen (or similar) LED Modules for front corner headlights</td>
<td>W10NC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hideway (twist lock) dual color LEDs for reverse lights (Driver-Red/White,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger-Blue/White)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flute surface mount LED flashers for inside rear fender light bar with</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whelen (or similar) red/white dome light with rear memory switch</td>
<td>S1RVDGC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sento steel window guards</td>
<td>S1RVDGC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sento Transport system includes 30-VS-XL, rear sliding pleated window, rear</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>passenger full TPO seat cover for stock Islam; 12V/50A Rear light bar</td>
<td>30-VS-XL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sento TPO door panels. Cover existing vector door panels, pull latch and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>storage well.</td>
<td>S1RVDGC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sento dual vertical gun rack with dual 1-9 barrel holsters. Smell lock for</td>
<td>S1RVDGC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>shotgun and universal lock for rifles.</td>
<td>S1RVDGC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal 50&quot; Laser lightbar package, 3 color, SSP200B-100 Platinum 200 watt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>lightbar system and 1 ES90T sirens speaker for pushbutton mounting.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second ES 200, 500 watt speaker, push button mount.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lund tactical console to include facelift brackets and filter (Motorola</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APX4500 radio)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bracket for Federal Smart Siren</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lund armrest</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lund e-up holder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Magnet Mic microphone brackets (2 per vehicle)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lund 9&quot; telescoping swing arm with tilt/variable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum 3 - 15 power ports on console</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic cover plate to protect items mounted on back of barrier.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power distribution module</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lund 800 four profile radio antennas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping and handling for all items</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shop materials for installation</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following will be removed by vendor from 2 old vehicles for reuse and      |         |      |                |
reinstalled in new vehicles: Watchguard ST-1 in car camera systems; Motorola   |         |      |                |
APX4500 mobile radios; MPH radio systems with dual antenna; 5000 watt         |         |      |                |
and Panasonic laptops; GPS; Maglight chargers, driver's license readers.       |         |      |                |

The following will be provided by Pizza PD for installation in 2 marked vehicles:|         |      |                |
Watchguard ST-1 brackets; Trenco Anti-theft devices; 2 port powered USB hubs. |         |      |                |

Labor for installation of listed equipment                                    |         |      |                |
Labor to remove items from existing cruisers                                 |         |      |                |
Subtotal A                                                                    |         |      |                |

| **HID LOW/.loggedIn 2017 FORD POLICE INTERCEPTOR SEWANS**                    |         |      |                |
| Lund armament                                                               | 900-AIM |      |                |
| Auto dual external mount cup holder                                          | 4FS605S |      |                |
| Lund 800 four profile radio antennas                                       | 4FS605S |      |                |
| Magnetic mic mount (2 per vehicle)                                          | 4FS605S |      |                |

Federal Signal Spectra Lux Interior light bar, red and blue with takedowns    | 416000-00HIVW |      |                |
Federal Signal red/white and blue/white twist lock front corner lights       | 416000-00HIVW |      |                |
Federal Signal red and blue twist lock LED tail light corner lights           | 416000-00HIVW |      |                |
Federal Signal MP3000 red and blue grill lights (pale)                       | 416000-00HIVW |      |                |
Federal Signal MP3000 speaker with bracket                                  | 416000-00HIVW |      |                |
Federal Signal MP3000R 100 watt light bar system                             | 416000-00HIVW |      |                |
Federal Signal MP3000 red and blue steel light bar                           | 416000-00HIVW |      |                |
Federal Signal MP3000 speaker with bracket                                  | 416000-00HIVW |      |                |

Installation of Trenco Anti-Theft devices, Motorola APX4500 radios.          |         |      |                |

The following will be removed by vendor from 2 old unmarked vehicles:        |         |      |                |
Motorola APX4500 mobile radios, emergency equipment if installed.           |         |      |                |

Shipping and handling for all items                                          |         |      |                |
Shop materials for installation                                              |         |      |                |

Labor to remove items from existing unmarked vehicles.                       |         |      |                |
Labor for installation of listed equipment                                    |         |      |                |
Subtotal B                                                                    |         |      |                |

Grand Total (Add Subtotal A + Subtotal B)                                     |         |      | 5             |
Bidder's List – IFB 1703:

1. K. E. Rose Company
   4595 Chambersburg Rd.
   Huber Heights, OH 45424
   gary@keroseco.com

2. WS Electronics
   1106 State Route 380
   Xenia, OH 45385

3. Parr Public Safety
   8495 Estates Ct
   Plain City, OH 43064
   tparr@parrpse.com
### Bid Tabulation FS #732

**Police Uplifting**

**Open Date:** 12/27/17 at 2:00 p.m.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ITEM #</th>
<th>KE Rosco, Raceway, OH</th>
<th>Per Public Safety, Main City, OH</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Below for use in marked 2017 Ford Police Interceptor Utility</strong></td>
<td></td>
<td>EACH</td>
<td>TOTAL (2 CARS)</td>
</tr>
<tr>
<td>Whistles (or similar) LED modules for front corner head lights</td>
<td>WO1WC</td>
<td>$180.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>Halogen (halogen bulb) dual color LED’s for reverse lights (Driver-Red/White, Passenger-Blue/White)</td>
<td>MSW</td>
<td>$149.00</td>
<td>$298.00</td>
</tr>
<tr>
<td>Flash surface mount LED flashers for inside rear hatch door with matrix switch (Driver-red, passenger-blue)</td>
<td>B3R100C</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Wireless (similar) refillable dome light for rear cargo area with emergency switch.</td>
<td>BK2044T1U2</td>
<td>$640.00</td>
<td>$1,280.00</td>
</tr>
<tr>
<td>Set of aluminum 18000-18000 foot bumper with three timing blisters (red/white/blue) LED, wire for steady turn with takeover.</td>
<td>BK2044T1U2</td>
<td>$151.00</td>
<td>$302.00</td>
</tr>
<tr>
<td>Side view mirror guards</td>
<td>810-10-0002</td>
<td>$19.00</td>
<td>$38.00</td>
</tr>
<tr>
<td>Seats Transport system includes 10 VIS-G1 from sliding glass window, rear passenger 12 VDC seat cover for back seats. 12V 12V seat cover mesh cover lower 1/2 door panels. Upper existing door lower panels, will attach and storage well.</td>
<td>UH-RMINT375-700</td>
<td>$1,146.00</td>
<td>$2,292.00</td>
</tr>
<tr>
<td>Seat dual vertical gun mask with dual T-ball backstrap. Small tool for shotgun and universal lock off. Federal 30° V1 style lightbar package, 2 color, SS300-300 Platinum 200 watt strobe system and 2 ELS200 sirens speaker for push bumper mounting.</td>
<td>G1803021DMS6650CA</td>
<td>$295.00</td>
<td>$590.00</td>
</tr>
<tr>
<td>Second 12 x .125 watt speaker, push bumper mount.</td>
<td>71906650CA</td>
<td>$2,870.00</td>
<td>$5,740.00</td>
</tr>
<tr>
<td>LAND-Tactical console to include basepatio brackets and light panel (Monaco)</td>
<td>145-PL45A80</td>
<td>$190.00</td>
<td>$380.00</td>
</tr>
<tr>
<td>Remote for Federal Smart Time</td>
<td>3225-LFP</td>
<td>$259.00</td>
<td>$518.00</td>
</tr>
<tr>
<td>Land sensor</td>
<td>LE-ABM-115V</td>
<td>$315.00</td>
<td>$630.00</td>
</tr>
<tr>
<td>Magneto 12V microphone brackets (2 per vehicle)</td>
<td>CH1-2CHN</td>
<td>$75.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>LAND 8th telescoping swing arm with fly/wavel</td>
<td>ANVATELS7150-7000</td>
<td>$526.00</td>
<td>$1,052.00</td>
</tr>
<tr>
<td>Minimum 3 - 250 power ports on console</td>
<td>PCUK4155</td>
<td>$59.00</td>
<td>$118.00</td>
</tr>
<tr>
<td>Electronic control plate to protect items mounted on back of barrier</td>
<td>7800-1000-230</td>
<td>$279.00</td>
<td>$558.00</td>
</tr>
<tr>
<td>Power distribution module</td>
<td>PCUK4155</td>
<td>$162.00</td>
<td>$324.00</td>
</tr>
<tr>
<td>Land 800 low profile radio antenna</td>
<td>79040000</td>
<td>$40.00</td>
<td>$80.00</td>
</tr>
<tr>
<td>Shipping and handling for all items</td>
<td>250.00</td>
<td>$500.00</td>
<td>310.00</td>
</tr>
<tr>
<td>Shop material for installation</td>
<td>75.00</td>
<td>$150.00</td>
<td>150.00</td>
</tr>
</tbody>
</table>

The following will be removed by vendor from all old marked vehicles for reuse and redistributed to new vehicles: Watchgard DV-1 in ex-cannon mounting Monitors APX4500 mobile radios. MPH radio systems with dual antennas at fueling stations and Pressure gauges, GPS, Maglight chargers, driver’s license readers.

$ - - - - - - -

The following will be provided by Pipas FD for installation: 2 marked vehicles:

- Watchgard DV-1 Steeley 12.3 Anti-Theft Devices, 7 port powered USB hubs.

- Labor for Installation of listed equipment:

- Labor to remove items from existing cruisers:

- Subtotal A

### BELOW FOR TWO UNMARKED 2017 FORD POLICE INTERCEPTOR SEDANS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ITEM #</th>
<th>KE Rosco, Raceway, OH</th>
<th>Per Public Safety, Main City, OH</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAND arterial</td>
<td>L14907.0</td>
<td>$131.00</td>
<td>$262.00</td>
</tr>
<tr>
<td>LAND low profile style antenna</td>
<td>429-6002</td>
<td>$131.00</td>
<td>$262.00</td>
</tr>
<tr>
<td>Magnetic mount (2 per vehicle)</td>
<td>60-3000</td>
<td>$60.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>Federal Signal Strobe Light with red and blue with takeover</td>
<td>794-0030</td>
<td>$43.00</td>
<td>$86.00</td>
</tr>
<tr>
<td>Federal Signal red/white and blue/white truck front corner lights</td>
<td>44210.00</td>
<td>$1,089.00</td>
<td>$2,178.00</td>
</tr>
<tr>
<td>Federal Signal red and blue flush mount LED truck side marker lights</td>
<td>44210.00</td>
<td>$548.00</td>
<td>$1,096.00</td>
</tr>
<tr>
<td>Federal Signal miniature red and blue goby lights (pair)</td>
<td>44200.00</td>
<td>$375.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>Federal Signal miniature red and blue goby lights (pair)</td>
<td>44200.00</td>
<td>$317.00</td>
<td>$634.00</td>
</tr>
<tr>
<td>Federal Signal miniature red and blue goby lights (pair)</td>
<td>44200.00</td>
<td>$18.00</td>
<td>$36.00</td>
</tr>
<tr>
<td>Federal Signal monitor</td>
<td>LED-0001</td>
<td>$645.00</td>
<td>$1,290.00</td>
</tr>
<tr>
<td>Federal Signal monitor</td>
<td>LED-0001</td>
<td>$716.00</td>
<td>$1,432.00</td>
</tr>
<tr>
<td>Federal Signal monitor</td>
<td>LED-0001</td>
<td>$157.00</td>
<td>$314.00</td>
</tr>
<tr>
<td>Federal Signal monitor</td>
<td>LED-0001</td>
<td>$60.00</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

The following will be removed to vendor from two old unmarked vehicles:

- APX4500 mobile radios, emergency equipment if installed.

- Shipping and handling for all items:

- Labor to remove items from existing unmarked vehicles:

- Subtotal B

### Grand Total (A + Subtotal A + Subtotal B)

$12,922.00 | $25,844.00 | $17,106.75 | $34,253.00