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REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, MARCH 16, 2021  
5:00 PM  
COMMISSION CHAMBER—2<sup>nd</sup> FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO 45356

**CALL TO ORDER**

**THE PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADJOURNMENT TO EXECUTIVE SESSION**

**EXECUTIVE SESSION**

- a. To prepare for and review negotiations on compensation of other terms and conditions of employment for City personnel.

**ADJOURNMENT FROM EXECUTIVE SESSION**

**REGULAR PIQUA CITY COMMISSION MEETING**

**CONSENT AGENDA**

1. **APPROVAL OF MINUTES**  
Approval of the Minutes from the March 2, 2021 Regular Piqua City Commission Meeting
2. **RESOLUTION NO. R-23-21**  
A RESOLUTION OF APPRECIATION FOR THE PUBLIC SERVICE OF DEBORAH A. STEIN AS A CITY EMPLOYEE
3. **RESOLUTION NO. R-24-21**  
A RESOLUTION APPOINTING A MEMBER TO THE MIAMI VALLEY REGIONAL PLANNING COMMISSION
4. **RESOLUTION NO. R-25-21**  
A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO THE MIAMI VALLEY REGIONAL PLANNING COMMISSION
5. **RESOLUTION NO. R-26-21**  
A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO THE MIAMI VALLEY REGIONAL PLANNING COMMISSION TECHNICAL ADVISORY COMMITTEE
6. **RESOLUTION NO. R-27-21**  
A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO THE MIAMI VALLEY REGIONAL PLANNING COMMISSION TECHNICAL ADVISORY COMMITTEE

**NEW BUSINESS**

7. **RESOLUTION NO. R-28-21**  
A RESOLUTION AUTHORIZING CONTINUED WASTEWATER BIOSOLIDS TO DISPOSAL AT CHEROKEE RUN LANDFILL IN BELLEFONTAINE (REPUBLIC SERVICES)

8. **RESOLUTION NO. R-29-21**  
**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO SHERRY CHRYSLER FOR THE PURCHASE OF THREE DODGE DURANGO PURSUIT 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  
REGULAR PIQUA CITY COMMISSION MEETING  
Tuesday, March 2, 2021  
6:00 P.M.**

Piqua City Commission met at 6:00 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Lee called the meeting to order.

Roll Call as follows: Present: Mayor Lee, Commissioner Hinds, Commissioner Grissom, Commissioner Pearson and Commissioner Fogt.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the minutes from the February 16, 2021 Regular Piqua City Commission Meeting

Commissioner Grissom moved for approval of the Consent Agenda; motion was seconded by Commissioner Pearson. Motion carried unanimously, Mayor Lee declared the Consent Agenda approved.

NEW BUSINESS

RESOLUTION NO. R-19-21

A RESOLUTION REQUESTING FINAL LEGISLATION TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE TRAFFIC SIGNAL AND PEDESTRIAN IMPROVEMENTS ON E. ASH STREET FROM SCOTT DRIVE TO KIENLE DRIVE

Amy L. Havenar, P.E., City Engineer presented the staff report

There was a brief discussion between the commissioners and Ms. Havenar with regard to this being the final part of the project and the time line of the project, barring interruption, being early May with a target completion date of the end of October.

There were no citizen questions or comments with regard to this resolution.

Motion was made by Commissioner Hinds to adopt RES NO. R-19-21; motion was seconded by Commissioner Fogt. Motion carried unanimously, Mayor Lee declared RES NO. 19-21 adopted.

RESOLUTION NO. R-20-21

PRELIMINARY CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE UPGRADE OF SIGNAL TIMING EQUIPMENT ON CR 25A (MAIN STREET) IN THE CITY OF PIQUA

Amy L. Havenar, P.E., City Engineer presented the staff report

There were no comments or questions from the Commissioners or the citizens with regard to this Resolution.

Motion was made by Commissioner Fogt to adopt RES NO. R-20-21; motion was seconded by Commissioner Pearson. Motion carried unanimously, Mayor Lee declared RES NO. R-20-21 adopted.

RESOLUTION NO. R-21-21

A RESOLUTION APPROVING THE OHIO DEPARTMENT OF NATURAL RESOURCES GRANT APPLICATION FOR PROGRAM YEAR 2021 THROUGH THE RECREATIONAL TRAILS PROGRAM (RTP) AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES

Chris Schmiesing, Community and Economic Development Director presented the staff report

There was a discussion between the Commissioners and Mr. Schmiesing about the process for reimbursement of funds, as well as the effect the project would have on the possible closure of the bike path, and alternate routes to maneuver around the area.

There were no citizen questions or comments from the citizens with regard to this resolution.

Motion was made by Commissioner Pearson to adopt RES NO. R-21-21; motion was seconded by Commissioner Grissom. Motion carried unanimously, Mayor Lee declared RES NO. R-21-21 adopted.

#### RESOLUTION NO. R-22-21

#### A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF TRANSFORMERS FOR THE POWER SYSTEM

Ed Krieger, Power System Director presented the staff report.

There was a discussion between the Commissioners and Mr. Krieger with regard to the amount of transformers that need to be purchased to replenish the inventory, varying from year to year and it was commented that once again this is another project that is coming in under budget.

Jey Roman inquired if there was a set number of transformers that the City keeps in stock or if this was an annual purchase and if there was a shelf life for this inventory. Mr. Krieger explained the inventory process and stated that there is no harm in the transformers sitting in inventory as they have an expected 25 year life.

There were no further questions or comments.

Motion was made by Commissioner Hinds to adopt RES NO. R-22-21; motion was seconded by Commissioner Fogt. Motion carried unanimously, Mayor Lee declared RES NO. R-22-21 adopted.

#### PUBLIC COMMENT

Jey Roman asked for an update on the medical marijuana facility prospects and the need for a ladder truck for the Fire Department.

Commissioner Fogt stated that the city has passed the medical marijuana facility legislation, now it is up to the privatized owners to decide if they want to do business in the City of Piqua. Commissioner Grissom stated that the holdup could be the inability to apply for licenses.

Commissioner Hinds stated that with regard to the ladder truck, the cost for the truck is over \$1.2 million and the problem has been funding.

City Manager Oberdorfer stated that the city is currently working on completing an asset inventory and preparing a vehicle replacement fund to levelize funding. The City is looking at grants but also looking for funds internally.

#### CITY MANAGER'S REPORT

There were no public comments to respond to from the previous meeting.

Mr. Oberdorfer reported on the total expenditures to the city due to the recent snow event, the tennis court striping to be done at Fountain Park and announced the Parks Committee meeting tomorrow at 6:00 p.m. He provided a brief overview of the meeting and noted that this meeting was open to the public. He further stated that the City is working on a plan with regard to the Main Street pedestrian issues and will possibly have more information to share at the next commission meeting. It was noted that there have been more traffic stops with regard to illegal left hand turns off of Market Street onto Main Street.

COMMISSIONERS COMMENT

Commissioner Fogt

Shop local, the bike path was inaccessible due to not being plowed and he would like to start the conversation again with regard to urban chickens

Commissioner Pearson

Dust off bikes and walking shoes to be able to get out and start enjoying the nice weather. Shout out to Brittany Van Horn, Public Relations, for keeping us informed, and that there were lots of underground repairs being done and to slow down and take your time while driving through those areas.

Commissioner Grissom

The Commission has been working hard over the last six months with regard to transparency and better communication and feedback from the citizens.

Commissioner Hinds

Bike path utilization in inclement weather – looking for ways to clear the bike path. As more citizens are getting the vaccine, they are getting out more.

Mayor Lee

Announcement of board openings, thank you to those who followed his Facebook page over Black History Month and support of the small businesses initiative in featuring one small business per week.

ADJOURNMENT

Motion was made by Commissioner Fogt to adjourn from the Regular City Commission Meeting at 6:45 p.m. Motion was seconded by Commissioner Pearson. Motion carried unanimously. The Regular Commission meeting was adjourned.

\_\_\_\_\_  
KRIS LEE, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
KAREN S. JENKINS  
CLERK OF COMMISSION

**RESOLUTION NO. R-23-21**

**A RESOLUTION OF APPRECIATION FOR THE  
PUBLIC SERVICE OF DEBORAH A. STEIN  
AS A CITY EMPLOYEE**

WHEREAS, Deborah A. Stein has retired as an Executive Assistant with the City of Piqua; and

WHEREAS, her retirement follows 20 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Deborah A. Stein as an employee of the City of Piqua, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

\_\_\_\_\_  
KRIS LEE, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
KAREN S. JENKINS  
CLERK OF COMMISSION

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

Mayor Kris Lee \_\_\_\_\_  
Commissioner Cindy Pearson \_\_\_\_\_  
Commissioner Thomas Fogt \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn B. Hinds \_\_\_\_\_

**RESOLUTION NO. R-24-21**

**A RESOLUTION APPOINTING A MEMBER TO THE  
MIAMI VALLEY REGIONAL PLANNING 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: Kathryn B. Hinds is hereby appointed as a member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2022 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.

\_\_\_\_\_  
KRIS LEE, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
KAREN S. JENKINS  
CLERK OF COMMISSION

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

Mayor Kris Lee \_\_\_\_\_

Commissioner Thomas Fogt \_\_\_\_\_

Commissioner Cindy Pearson \_\_\_\_\_

Commissioner Kathryn B. Hinds \_\_\_\_\_

Commissioner Chris Grissom \_\_\_\_\_

**RESOLUTION NO. R-25-21**

**A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER  
TO THE MIAMI VALLEY REGIONAL PLANNING 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: Chris Schmiesing is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire 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.

\_\_\_\_\_  
KRIS LEE, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
KAREN S. JENKINS  
CLERK OF COMMISSION

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

Mayor Kris Lee \_\_\_\_\_

Commissioner Thomas Fogt \_\_\_\_\_

Commissioner Cindy Pearson \_\_\_\_\_

Commissioner Kathryn B. Hinds \_\_\_\_\_

Commissioner Chris Grissom \_\_\_\_\_



**RESOLUTION NO. R-26-21**

**A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER  
TO THE MIAMI VALLEY REGIONAL PLANNING COMMISSION  
TECHNICAL ADVISORY 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: Kyrsten French is hereby appointed as an alternate member to the Miami Valley Regional Planning Commission Technical Advisory Commission for a one-year term to expire March 1, 2022 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.

\_\_\_\_\_  
KRIS LEE, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

KAREN S. JENKINS  
CLERK OF COMMISSION

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

Mayor Kris Lee \_\_\_\_\_

Commissioner Thomas Fogt \_\_\_\_\_

Commissioner Cindy Pearson \_\_\_\_\_

Commissioner Kathryn B. Hinds \_\_\_\_\_

Commissioner Chris Grissom \_\_\_\_\_

**RESOLUTION NO. R-27-21**

**A RESOLUTION REAPPOINTING A MEMBER  
TO THE MIAMI VALLEY REGIONAL PLANNING COMMISSION  
TECHNICAL ADVISORY 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: Amy Havenar is hereby reappointed as a member to the Miami Valley Regional Planning Commission Technical Advisory Commission for a one-year term to expire March 1, 2022 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.

\_\_\_\_\_  
KRIS LEE, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
KAREN S. JENKINS  
CLERK OF COMMISSION

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

Mayor Kris Lee	_____
Commissioner Thomas Fogt	_____
Commissioner Cindy Pearson	_____
Commissioner Kathryn B. Hinds	_____
Commissioner Chris Grissom	_____

**RESOLUTION NO. R-28-21**

**A RESOLUTION AUTHORIZING CONTINUED WASTEWATER BIOSOLIDS TO DISPOSAL AT CHEROKEE RUN LANDFILL IN BELLEFONTAINE (REPUBLIC SERVICES)**

WHEREAS, the Wastewater Dept. requests continuing landfill disposal of biosolids; and

WHEREAS, the City of Piqua provided for the costs of Biosolids disposal in the 2021 budget appropriations; and

WHEREAS, the quote with billing for this service is listed in 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 continue with Republic Services and the quote with billing received;

SEC. 2: The Finance Director certified that funds are available or anticipated to come into the City treasury 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 \$150,000;

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

\_\_\_\_\_  
KRIS LEE, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
KAREN S. JENKINS  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_

seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Kris Lee \_\_\_\_\_  
Commissioner Kathryn B. Hinds \_\_\_\_\_  
Commissioner Cindy Pearson \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Thomas Fogt \_\_\_\_\_

## Commission Agenda Staff Report

<b>MEETING DATE</b>	March 16, 2021		
<b>REPORT TITLE</b>	<b>A RESOLUTION AUTHORIZING CONTINUED WASTEWATER BIOSOLIDS TO DISPOSAL AT CHEROKEE RUN LANDFILL IN BELLEFONTAINE (REPUBLIC SERVICES)</b>		
<b>SUBMITTED BY</b>	Name & Title: Kevin Krejny, Director of Utilities		
	Department: Wastewater		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b>	<p>Biosolids are a product of the wastewater treatment process. During wastewater treatment, the liquids are separated from the solids. Those solids are then treated physically and chemically to produce a semisolid, nutrient-rich product known as biosolids.</p> <p>Options for the disposal of the biosolids are agriculture land application or landfill. The vendor chosen is OEPA compliance in both the transport and its disposal.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$150,000	
	Expenditure \$:	Not to exceed \$150,000	
	Source of Funds:	404-405-701-7548	
	<b>Narrative:</b>	This expenditure is included in the 2021 Budget	
<b>OPTIONS</b>	1.	Approve Resolution as presented	
	2.	Approve Resolution with changes	
	3.	Deny Resolution and recommend staff how to proceed	
<b>PROJECT TIMELINE</b>	<b>2021-all year</b>		
<b>STAFF RECOMMENDATION</b>	We recommend passage of this Resolution because dewatered solids area a final product of all wastewater treatment plants. Landfill disposal is currently the most efficient and effective disposal of product.		
<b>REASON FOR SELECTING COMPANY</b>	WWTP used company in 2020. Other landfills cannot consistently be available to take in quantity of biosolids produced.		
<b>ATTACHMENTS</b>	Exhibit "A" – Service Agreement with cost and terms		

INVOICE TO	
CUSTOMER NAME	CITY OF PIQUA
ATTN	Beverly Yount
ADDRESS	201 W WATER ST
CITY	PIQUA, OH
STATE	
ZIP CODE	45356-2235
TEL. NO.	(937) 778-4002 FAX NO.

SITE LOCATION	
SITE NAME	CITY OF PIQUA WWTP SLUDGE
ADDRESS	121 BRIDGE ST
CITY	PIQUA, OH
STATE	
SUITE	
ZIP CODE	45356
TEL. NO.	(937) 778-4002 FAX NO.
AUTHORIZED BY	Beverly Yount TITLE
CONTACT	Beverly Yount TITLE



Temporary Service Agreement

AGREEMENT NUMBER A216856390

ACCOUNT NUMBER 260-71524

EMAIL byount@piquaoh.org

WO	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	OIO	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	LF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N	1	RO	20.00 Yd(s)	N	2	T	N	O/C	11.4	X		N	CR16	2/8/2021	\$400.00			\$62.00 per ton		Delivery \$183.50 Dry Run \$100.00 Relocate \$100.00 Removal \$100.00 Washout \$100.00	0362
O	1	RO	20.00 Yd(s)	N	2	T	N	O/C	11.4	X		N	CR16	2/7/2021	\$300.00			\$61.25 per			

Demolition Waste Systems II, Inc. DSA Allied Waste Services of Dayton, Republic Services of Dayton  
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
Reference Previous or Master Agreement - 71524-24  
(AUTHORIZED SIGNATURE)

TITLE: \_\_\_\_\_

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS											
PREVIOUS AGREEMENT STILL IN EFFECT											
Delivery Notes: Safety: No Safety Concerns											
Lead Source Code: I											
Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No											
Service Interrupt Fee - Yes, Late Charge Fee - Yes											
FOR OFFICE USE ONLY											
DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? <input type="checkbox"/> YES <input type="checkbox"/> NO											
NATIONAL ACCOUNT NUMBER				CUSTOMER CATEG.		CASH TOLERANCE		SUSPEND		CREDIT ANALYST	
						Yes				JOHNSC17	
SITE NUMBER	EFFECTIVE SERVICE DATE	TERM	REVIEW DATE	C.P.I.	CONTRACT STATUS	PURCHASE ORDER NUMBER		NAICS			
00024	2/8/2021	1	10/1/2021	Y N	02			710000			
TERRITORY		SALES REPRESENTATIVE		TAX CODE		TAX EXEMPTION NUMBER					
1		Tammy Ford		2615		No					
RENEW.	MIG	CREDIT APPROVAL		CREDIT LIMIT		CONTRACT APPROVAL		ENTERED BY		DATE	
Y N	Y N										

TERMS AND CONDITIONS

**SERVICES.** Customer grants to Company the right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws. Company agrees to respond to customer's inquiries regarding the services within 30 days of such inquiry.

**TERM.** THE TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND SHALL CONTINUE UNTIL THE EARLIER OF CUSTOMER GIVING WRITTEN NOTICE TO COMPANY OF THE FINAL PULL UNDER THIS AGREEMENT OR 30 DAYS AFTER WRITTEN NOTICE TO COMPANY. COMPANY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY ORAL OR WRITTEN NOTICE TO CUSTOMER. COMPANY SHALL REMOVE ALL EQUIPMENT PROVIDED TO CUSTOMER WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE TERMINATION OF SERVICES.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

**TERMS AND CONDITIONS (Continued from previous page)**

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice; and (c) a late payment fee of 1.5% per month on the amount past due. Customer shall pay Company within 20 days after the date of Company's invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's credit worthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by 30 days prior written notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**RECYCLABLE MATERIALS.** This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT.** Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL:

[Redacted]

DATE:

[Redacted]

**RESOLUTION NO. R-29-21**

**A RESOLUTION AUTHORIZING A PURCHASE  
ORDER TO SHERRY CHRYSLER FOR THE  
PURCHASE OF THREE DODGE DURANGO  
PURSUIT VEHICLES**

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, after an open bid #IFB #2108 and comparison to State Bid Contract #RS900321 and the City of Columbus contract, the Piqua Police Department has determined to use the bid provided by Sherry Chrysler, Piqua, 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: A purchase order is hereby authorized to Sherry Chrysler, Piqua, Ohio, for Dodge Durango Pursuit Police Vehicles not to exceed \$93,522.00

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.

\_\_\_\_\_  
KRIS LEE, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_



**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	<b>A resolution authorizing a purchase order for three marked Police cruisers.</b>
<b>SUBMITTED BY</b>	Name & Title: Thomas M. Steiner, Deputy Chief Department: Police
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> City Manager <input type="checkbox"/> Asst. City Manager/Finance <input type="checkbox"/> Law Director <input type="checkbox"/> Department Director:
<b>BACKGROUND</b> (Includes description, background, and justification)	As part of the ongoing strategic fleet replacement plan, the Police Department intends to purchase three new vehicles for use as marked police cruisers. These new vehicles are to replace three vehicles purchased in 2016.  IFB#2108, Exhibit A was prepared for the purchase of the three new police patrol vehicles. All required options were included in the Invitation For Bid. Bids were received for both 2021 Ford Police Interceptor Utility (Explorer) models and 2021 Dodge Durango Pursuit models. Each met equipment and performance requirements. Received bids were compared with quotes from the State of Ohio bid contract suppliers (Contract RS900321) and the City of Columbus contract supplier. Sherry Chrysler, Piqua, had the lowest bid for the vehicles specified at \$31,174.00 each, for a total of \$93,522.00.
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$: \$98,685.00 Expenditure \$: \$93,522.00 Source of Funds: 106-014-821-8805 Rolling Stock Narrative:
<b>OPTIONS</b> (Include Deny /Approval Option)	1. Approve the resolutions to replace three older marked police vehicles. 2. Deny the resolutions, delaying annual fleet modernization. 3. 4.
<b>PROJECT TIMELINE</b>	Vehicles would be ordered within days of the passage of the resolution. Vehicle delivery is expected to take 120-180 days. After delivery, another four to six weeks are necessary for after-market up-fitting.
<b>STAFF RECOMMENDATION</b>	Approve the expenditures by passing these resolutions.
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	Sherry Chrysler had the lowest bid that met requirements and is a local company.
<b>ATTACHMENTS</b>	Bid tabulation #2108



**IFB # 2108 Police Cruisers  
Opened 2/16/21 at 2:00 p.m.**

**City of Piqua, OH  
Bid Tabulation**

	John Jones Salem, IN	Sherry Chrysler Piqua, OH	Columbus Contract Byers Auto Grove City, OH	State Bid Contract Statewide Ford	State Bid Contract Greve Chrysler
Year	2020	2021	2021	2021	2021
Make	Dodge	Dodge	Ford	Ford	Dodge
Model	Durango AWD	Durango Pursuit	Police Interceptor	Police Interceptor	Durango Pursuit
Engine	3.6L, V6	3.6L, V6	3.3L, V6	3.3L, V6	3.6L, V6
Base Price	\$ 32,173.00	\$ 31,049.00	\$ 32,965.00	\$ 32,280.00	\$ 31,100.00
Options		\$ 125.00		\$ 774.00	\$ 1,654.00
Total Price for 1 cruiser	\$ 32,173.00	\$ 31,174.00	\$ 32,965.00	\$ 33,054.00	\$ 32,754.00
Total Price for 3 cruisers	\$ 96,519.00	\$ 93,522.00	\$ 98,895.00	\$ 99,162.00	\$ 98,262.00