

## City of Franklin, Ohio

### Council Meeting Notice

The City of Franklin, Ohio will conduct its Council Meeting on July 20, 2020 at 6:00 PM. This meeting will be conducted in compliance with Ohio's newly passed Public Meeting Law in response to COVID-19. It is being held virtually. All participants, including the Commission and Franklin Staff, members of the press, and the public, will participate via a video and audio link. All documents to be referenced in the meeting will be posted to the City of Franklin website at [www.franklinohio.org](http://www.franklinohio.org) before the meeting is called to order. The public will be heard just as it would be heard in a traditional, in person, meeting.

DATE: July 20, 2020  
TIME: 6:00 PM.  
WHERE: Virtual Meeting - Joining Information

Join from PC, Mac, Linux, iOS or Android:  
<https://meetings.ringcentral.com/j/1499357899>

Join by PHONE (Audio only)  
US: +1 (470) 8692200  
Meeting ID: 149 935 7899

This **MEETING NOTICE** has been published at [www.franklinohio.org](http://www.franklinohio.org) and provided directly to the press via email at [Ed.Richter@coxinc.com](mailto:Ed.Richter@coxinc.com). This meeting notice is posted at the City Building, which is currently open to the public under the COVID-19 declared state of Emergency on a restricted basis.

**FRANKLIN CITY COUNCIL**  
**AGENDA**

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**CITY COUNCIL REGULAR MEETING - VIRTUAL MEETING**  
**MONDAY, JULY 20, 2020**  
**6:00 PM**

- 1. Roll Call.**
- 2. Pledge of Allegiance.**
- 3. Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the July 6, 2020 Meeting.**
- 4. Reception of Visitors.**
- 5. Presentation.**
  - A. None.
- 6. Public Hearing.**
  - A. ORDINANCE 2020-10 LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY STREETS AND PUBLIC WAYS BY THE LIGHTING THEREOF FOR THE YEAR 2021
- 7. New Business.**
  - A. RESOLUTION 2020-36 AWARDDING THE BID TO RUMPKE OF OHIO, INC. AND AUTHORIZING EXECUTION OF THE CONTRACT FOR THE CITY'S SOLID WASTE & COMMINGLED RECYCLABLES COLLECTION AND DISPOSAL SERVICES CONTRACT
  - B. RESOLUTION 2020-37 RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRICITY FOR THE CITY'S ELECTRICITY AGGREGATION PROGRAM
  - C. RESOLUTION 2020-38 AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH PIERCE MANUFACTURING, INC. REGARDING CORROSION TO THE 2006 PIERCE ENFORCER PUMPER UNIT 18332TR; VIN: 4P1CE01A76A006541
    - a. Exhibit A - Proposal for Refurbishment
- 8. Introduction of New Legislation.**
  - A. None.
- 9. City Manager's Report.**
- 10. Council Comments.**
- 11. Adjournment.**

# FRANKLIN CITY COUNCIL

## MEETING MINUTES

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### CITY COUNCIL REGULAR MEETING - VIRTUAL MEETING MONDAY, JULY 6, 2020 6:00 PM

#### CITY COUNCIL

Brent Centers, Mayor  
Todd Hall, Vice Mayor  
Michael Aldridge  
Denny Centers  
Deborah Fouts  
Paul Ruppert  
Mathew Wilcher

#### CITY STAFF

Sonny Lewis, City Manager  
Karisa Steed, Assistant to the City Manager  
Amber Copenhaver, Secretary to the City Manager  
Lynnette Dinkler, Law Director  
Cindy Ryan, Finance Director  
Steve Inman, Public Works Director  
Barry Conway, City Engineer  
Ross Coulton, Assistant Safety Director  
Russ Whitman, Police Chief  
Jonathan Westendorf, Fire and EMS Chief  
Khristi Dunn, Clerk of Council

Members of the City Council met in regular session on Monday, July 6, 2020, 6:00 PM via Virtual Meeting held in compliance with amended Substitute House Bill 197 under the declared state of emergency by the State of Ohio and City of Franklin, Warren County, Ohio with Mayor Brent Centers presiding.

**1. Roll Call.** Mayor B. Centers called the regularly scheduled meeting of the Franklin City Council on Monday, July 6, 2020 to order at 6:00 PM. Roll call showed:

|                      |         |
|----------------------|---------|
| MR. DENNY CENTERS    | PRESENT |
| MR. PAUL RUPPERT     | PRESENT |
| VICE MAYOR TODD HALL | PRESENT |
| MAYOR BRENT CENTERS  | PRESENT |
| MR. MICHAEL ALDRIDGE | ABSENT  |
| MRS. DEBBIE FOUTS    | PRESENT |
| MR. MATHEW WILCHER   | PRESENT |

Mr. Conway, Ms. Dinkler, Ms. Dunn, Mr. Inman, Mr. Lewis, Ms. Ryan, Ms. Steed, Chief Westendorf, and Chief Whitman were also present. There was one member of the press in attendance.

**2. Pledge of Allegiance.** The pledge of allegiance was led by Mayor Brent Centers.

**FRANKLIN CITY COUNCIL  
MEETING MINUTES**

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**3. Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the June 15, 2020 Meeting.** Mr. D. Centers made the motion to approve the Clerk's Journal and accept the tapes as of the Official Minutes of the June 15, 2020 general meeting; seconded by Vice Mayor Hall. The vote:

|                      |     |
|----------------------|-----|
| MR. PAUL RUPPERT     | yes |
| VICE MAYOR TODD HALL | yes |
| MAYOR BRENT CENTERS  | yes |
| MR. MICHAEL ALDRIDGE | yes |
| MRS. DEBBIE FOUTS    | yes |
| MR. MATHEW WILCHER   | yes |
| MR. DENNY CENTERS    | yes |

Motion passed.

**4. Reception of Visitors.** The Mayor opened the Reception of Visitors at 6:02 PM and closed at 6:03 PM as none asked to be heard.

**5. Presentation.** None.

**6. Public Hearing.** None.

**7. New Business.**

- A. RESOLUTION 2020-32 AFFIRMING THAT FUNDS FROM THE WARREN COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND WILL BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF FRANKLIN, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801(D), AND ANY APPLICABLE REGULATIONS AS IS NECESSARY PURSUANT TO H.B. 481 BEFORE RECEIVING SAID FUNDS

Ms. Dinkler explained that this Resolution was on the agenda of the previous meeting but was tabled as the Ohio legislation had yet to be signed by the Governor. The legislation has now been signed and a change was made; there was an error in the Federal Treasury Guidance that referenced 601(d) instead of 801(d).

The Mayor asked if Council had questions. Hearing none, the Mayor called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2020-32** as submitted; seconded by Mr. Ruppert. The vote:

|                      |     |
|----------------------|-----|
| VICE MAYOR TODD HALL | yes |
|----------------------|-----|

**FRANKLIN CITY COUNCIL  
MEETING MINUTES**

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|                      |        |
|----------------------|--------|
| MAYOR BRENT CENTERS  | yes    |
| MR. MICHAEL ALDRIDGE | absent |
| MRS. DEBBIE FOUTS    | yes    |
| MR. MATHEW WILCHER   | yes    |
| MR. DENNY CENTERS    | yes    |
| MR. PAUL RUPPERT     | yes    |

Motion passed.

- B. RESOLUTION 2020-33 AFFIRMING THE CREATION OF NEW FUND FOR RECEIPT OF FUNDS FROM THE WARREN COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND TO BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF FRANKLIN, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801(D)

Ms. Dinkler explained that this legislation is acknowledging that Ms. Ryan, in her capacity as Finance Director, has created a new fund for all COVID related expenditures. Ms. Ryan is granted this authority per City Ordinance, but it is her understanding that Warren County would like a piece of legislation to document the creation of the fund.

The Mayor stated he understands the Auditor of State intends to scrutinize the fund. He asked if City Staff was on the call when the Auditor made this statement. Ms. Dinkler explained that the Federal Treasury Guidance states that there are presumptions for some expenditures. Otherwise, the entities receiving this money are being trusted to spend the funds appropriately. She stated that the State may audit the fund and that she and Ms. Ryan have had discussions on how the audits will occur, considering other grant funds the City has obtained. Ms. Dinkler feels the City is prepared for an audit and she has discussed the guidance that has been issued with Ms. Ryan. She is also prepared to discuss new guidance that may be issued. She has noticed, as new guidance has been issued, that there are more available opportunities for the City to expend the funds and, if desired, create certain programming to expend the funds. This will be an ongoing discussion to ensure the City and the Citizens will get the most benefit out of the funds that have been assigned to the City.

With no further council discussion, the Mayor called for a motion. Mr. Wilcher made the motion to adopt **RESOLUTION 2020-33** as submitted; seconded by Mrs. Fouts. The vote:

|                      |        |
|----------------------|--------|
| MAYOR BRENT CENTERS  | yes    |
| MR. MICHAEL ALDRIDGE | absent |
| MRS. DEBBIE FOUTS    | yes    |
| MR. MATHEW WILCHER   | yes    |
| MR. DENNY CENTERS    | yes    |
| MR. PAUL RUPPERT     | yes    |

## FRANKLIN CITY COUNCIL MEETING MINUTES

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VICE MAYOR TODD HALL      yes

Motion passed.

C. RESOLUTION 2020-34 AUTHORIZING THE CITY MANAGER TO EXECUTE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE FRANKLIN CITY SCHOOLS BOARD  
OF EDUCATION AND THE CITY OF FRANKLIN, OHIO FOR SCHOOL RESOURCE OFFICER  
PROGRAM

a. Exhibit A - Memorandum of Understanding

Chief Whitman explained that this is the standard MOU that was signed for the previous two-year period. The only change that could occur is in January when the Union contract is settled as this could result in a pay increase for the officers. He added that Franklin City Schools and the Warren County Education Service Center are both on board for continuing the School Resource Officer program.

The Mayor asked how it was handled when school released early due to the Coronavirus. Chief answered that the Schools continued to pay their share for the duration of the school year and that the Officers are now on the City's pay for the summer quarter. The Officers have been involved in the Community Resource Outreach programs including Splash Days, which have kept them busy. Mr. Lewis added that the City offered to prorate the time that the Officers were not in school and the Schools refused the offer. The Mayor commented this is an example of the great relationship the City has with the Schools.

With no further council discussion, the Mayor called for a motion. Mr. Ruppert made the motion to adopt **RESOLUTION 2020-34** as submitted; seconded by Vice Mayor Hall. The vote:

|                      |        |
|----------------------|--------|
| MR. MICHAEL ALDRIDGE | absent |
| MRS. DEBBIE FOUTS    | yes    |
| MR. MATHEW WILCHER   | yes    |
| MR. DENNY CENTERS    | yes    |
| MR. PAUL RUPPERT     | yes    |
| VICE MAYOR TODD HALL | yes    |
| MAYOR BRENT CENTERS  | yes    |

Motion passed.

D. RESOLUTION 2020-35 AUTHORIZING THE CITY MANAGER TO EXECUTE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY EDUCATION  
SERVICE CENTER AND THE CITY OF FRANKLIN, OHIO FOR SCHOOL RESOURCE OFFICER  
PROGRAM

a. Exhibit A - Memorandum of Understanding

## FRANKLIN CITY COUNCIL MEETING MINUTES

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Chief Whitman explained that this is same MOU for the Warren County Education Service Center. This year the School Resource Officer will be Josh Reimer. Officer Reimer signed up for the position and is looking forward to working with the kids.

The Mayor asked for any further discussion. With no further council discussion, the Mayor called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2020-35** as submitted; seconded by Mr. D. Centers. The vote:

|                      |        |
|----------------------|--------|
| MRS. DEBBIE FOUTS    | yes    |
| MR. MATHEW WILCHER   | yes    |
| MR. DENNY CENTERS    | yes    |
| MR. PAUL RUPPERT     | yes    |
| VICE MAYOR TODD HALL | yes    |
| MAYOR BRENT CENTERS  | yes    |
| MR. MICHAEL ALDRIDGE | absent |

Motion passed.

### **8. Introduction of New Legislation.**

A. ORDINANCE 2020-10 LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY STREETS AND PUBLIC WAYS BY THE LIGHTING THEREOF FOR THE YEAR 2021

**9. City Manager's Report.** Mr. Lewis reported that the City Building had a soft opening today after being closed for the State of Emergency. The opening was not advertised so that operations could be evaluated. There were no issues and traffic was steady. The opening has now been posted on the City's website and Facebook. With the upcoming tax deadline, Mr. Lewis plans on using half of the Utility Department window to help process tax returns more efficiently if necessary.

Mr. Lewis informed Council that the Governor ordered flags be flown at half-staff to honor a fallen Marine Sargent in the Cleveland Area and a Toledo Police Officer who passed while on duty. Funeral services will be held the next day and at sunset the flags will go back to full staff.

Mr. Lewis has limited knowledge regarding COVID testing to be held at the Community Park this coming week. It is tentatively set for Friday, July 10 from 10:00 AM to 2:00 PM. When he has the full details, he will have those posted on the City's website and Facebook. Chief

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Whitman, Chief Westendorf and Mr. Inman will work logistics with Warren County to accommodate a possible large turnout.

He concluded with sentiments of wishing everyone had a great Fourth of July Holiday.

### **10. Council Comments.**

Mr. Wilcher had no comments.

Mrs. Fouts asked when the patches on Millard Drive would be repaired. Mr. Lewis replied that these are cold patches versus permanent patches and that he would ask Mr. Inman to check on the date for repair. She also asked about two residences on Sunnybrook Drive. One of the residences has an abundance of garbage in the driveway and on the porch, and another residence is running a car repair business in the driveway. She was displeased with the aesthetics of both residences, but also expressed a concern for safety. Mr. Lewis replied that the City had some interaction with one of the residences already this year. He said that the City will visit both residences to address the issues. Mr. Conway added that he had visited the residence with the auto-repair business that day had intent to send a letter.

The Mayor asked Mr. Inman if he had something to add to the Millard Drive comment as his audio connection cut out when he tried to comment earlier. Mr. Inman replied that the Millard Drive patches were already on the schedule to be repaired.

Mr. Denny Centers commented on a road issue on northbound Dixie Highway where State Route 73 converges by Clear Creek, coming into Franklin. He said his wife mentioned there is a severe dip in the road and he feels it is a safety hazard. He asked Mr. Inman to confirm the location. Mr. Inman asked if this was by the railroad and Mr. D. Centers confirmed. Mr. Inman stated that he has spoken to the railroad many times about this issue because it is illegal for the City to work on the road within 20 feet of the railroad. Mr. Inman confirmed that this does need fixed and he is working with railroad on the issue.

Mr. D. Centers thanked Mr. Inman for the landscaping work done on the ramps at State Route 123 and Interstate 75.

Mr. D. Centers asked Mr. Lewis and Chief Whitman if there were any complaints about personal fireworks over the holiday weekend. Chief Whitman responded that there were approximately 6 complaints. Officers responded by checking the areas and spoke to two parties who were asked to discontinue. One party discontinued and the other party had to be asked a second time before they discontinued. There were no serious issues.

## FRANKLIN CITY COUNCIL MEETING MINUTES

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Mr. D. Centers asked Ms. Ryan if she had the numbers for June. She responded she would have them sent out this week. She added that income tax was down approximately \$100,000 for the month of June. This has been the trend for the year and if it continues the City will be down \$1.1 million. She said she would have a more accurate projection after July.

Mr. D. Centers asked how the Coronavirus relief funds were distributed to various cities. Ms. Ryan answered that this is based on local government funding. The county released a spreadsheet with the amount each locality would receive, and Franklin is set to receive approximately \$270,000. Mr. Lewis confirmed the amount. Mr. D. Centers asked what the amount is based upon. Ms. Ryan answered she believed it was based on the local government funding from 2019.

Mr. Conway added a comment regarding the railroad track at South Dixie. The City has received funding for the STP for simple resurfacing. ODOT is going to let the project out and they will coordinate with railroad. If the railroad does not take care of the issue prior to this project, it will be completed with this project. A permit will be obtained to drive over the tracks from the Railroad.

Mr. Ruppert thanked Mr. Inman and his staff for clean up at an abandoned residence on Highland Street.

Vice Mayor Hall asked Chief Whitman and Chief Westendorf to compliment the School Resource Officers and the Fire Department on the Splash Days. He is pleased to see large a participation and feels this is great for the Community. He has heard that they are doing a great job.

Vice Mayor Hall addressed Mr. Lewis regarding a specific business placing advertising signs in the Millard Drive area. He feels these signs have become excessive. He asked if the City could address this issue. Mr. Conway commented that he and the Public Works Department have been taking these down regularly. Mr. Lewis added that a citizen from the Laynecrest area called him this morning to also complain about the excessive signs. He told the citizen that the City would reach out to the business to address the issue.

Vice Mayor Hall expressed concern regarding a residence in the area of Arlington and Bryant that has overgrown bushes that are impeding the line of sight for drivers. He believes this issue has been discussed with the resident in the past. Mr. Lewis responded that he would address the issue with the resident.

Mayor B. Centers asked to receive an update on the items from the Council work session during the next in person meeting in August. Mr. Lewis confirmed and said that this was discussed in a Finance Committee meeting in April. Due to the State of Emergency, projects have been put on

**FRANKLIN CITY COUNCIL  
MEETING MINUTES**

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hold until he has a better idea of the City’s finances, which should be in August or September. He asked Mr. D. Centers and Mr. Ruppert for input as they serve on the Finance Committee. Mr. D. Centers confirmed.

**11. Adjournment.** The Mayor called for a motion to adjourn the meeting. Vice Mayor Hall made the motion; seconded by Mr. Wilcher. The vote:

|                      |        |
|----------------------|--------|
| MR. MATHEW WILCHER   | yes    |
| MR. DENNY CENTERS    | yes    |
| MR. PAUL RUPPERT     | yes    |
| VICE MAYOR TODD HALL | yes    |
| MAYOR BRENT CENTERS  | yes    |
| MR. MICHAEL ALDRIDGE | absent |
| MRS. DEBBIE FOUTS    | yes    |

Motion passed.

Mayor Brent Centers adjourned the meeting at 6:30 PM.

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Brent Centers, Mayor

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Khristi Dunn, Clerk of Council

## LEGISLATIVE COVER MEMORANDUM

**Introduction:** July 6, 2020  
**Public Hearing & Vote:** July 20, 2020  
**Effective Date:** August 19, 2020

**Agenda Item:** **Ordinance 2020-10**  
LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY  
STREETS AND PUBLIC WAYS BY THE LIGHTING THEREOF FOR  
THE YEAR 2021

**Submitted By:** Sonny Lewis, City Manager

**Scope/Description:** This is the last step Council must act upon to implement the annual street lighting assessments for 2021.

**Exhibits:** None

**Budgetary Impact:** \$170,000 is the total project cost for 2021. The City funds 2% of the total, or \$3,400.

**Emergency Legislation:** No

**Vote Required for Passage:** Per Section 4.03 of the City Charter, the passage of this Ordinance requires the affirmative vote of a majority of Council members present at the meeting.

**RECOMMENDATION:** Approval

CITY OF FRANKLIN, OHIO  
ORDINANCE 2020-10

**LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY STREETS AND PUBLIC  
WAYS BY THE LIGHTING THEREOF FOR THE YEAR 2021**

WHEREAS, this Council, on April 6, 2020, duly adopted Resolution 2020-20, declaring the necessity of improving City streets and public ways within the corporate limits of the City by the lighting thereof, said lighting to be provided by electrical lighting, for the year 2021;

WHEREAS, this Council by Ordinance 2020-07, adopted on May 18, 2020, determined to proceed with said improvement;

WHEREAS, the actual cost of the improvement has been ascertained and the amount of the special assessments have been increased or decreased in the same proportion to the estimated assessments as the actual cost of the improvements bears to the estimated cost of the improvement upon which the estimated assessments were based; and

WHEREAS, Ohio Revised Code Section 727.25 requires this Council, after the actual cost of improvement has been ascertained, to assess by Ordinance, upon the lots and lands enumerated in the estimated assessment, that portion of the total costs of the improvement to be paid for by special assessments,

THE CITY OF FRANKLIN HEREBY ORDAINS, a majority of the members of Council present concurring, that:

Section 1. The adjusted assessment of the cost of improving City streets and public ways by the lighting thereof, said lighting to be provided by electrical lighting, in the City of Franklin, Ohio, for the year 2021, as reported to this Council and filed in the office of the Clerk of Council, and aggregating One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00), is adopted and affirmed. The City shall pay two percent (2%) of the cost of the improvement.

Section 2. There are hereby levied and assessed upon all lots and lands lying within the corporate limits of the City of Franklin, Ohio the several amounts reported in the adjusted assessments, which assessments are in proportion to the tax value thereof. The assessments do not exceed any statutory limitations.

Section 3. The portion of the cost of the improvement to be assessed against benefited property, in the amount of One Hundred Sixty-Six Thousand Six Hundred Dollars and No Cents (\$166,600.00), shall be assessed in the amount, manner and number of installments provided in Resolution 2020-20, adopted on April 6, 2020, which declared the necessity of the improvement.

Section 4. The adjusted assessments are in the same proportion to the estimated assessments as the actual cost of the improvement bears to the estimated cost upon which such estimated assessments were based.

Section 5. The total assessment against each lot and parcel of land shall be payable, in cash, to the Finance Director of the City of Franklin within thirty (30) days after passage of this Ordinance or, at the option of the property owner assessed, in two (2) semi-annual installments. All assessments which have not been paid at the expiration of the thirty (30) day period shall be certified by the Finance Director to the County Auditor, to be placed on the tax duplicate and collected in the same as other taxes are collected, as provided by law.

Section 6. The Clerk of Council is directed to cause notice of the passage of this Ordinance to be published once in a newspaper of general circulation in the City, as required by law.

Section 7. The Finance Director is authorized and directed to keep the adjusted assessments on file in her office for as long as any of them remain unpaid.

Section 8. The Finance Director is directed to cause notice of the levy of the assessments herein to be filed with the County Auditor within thirty (30) days after the passage of this Ordinance.

Section 9. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 10. This Ordinance shall become effective on August 19, 2020.

INTRODUCED: July 6, 2020

ADOPTED: July 20, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

#### CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Ordinance 2020-10 passed by that body on July 20, 2020 and published in the Journal News on July 24, 2020.

\_\_\_\_\_  
Khristi Dunn, Clerk of Council

Approved as to form:

\_\_\_\_\_  
Lynnette Dinkler, Law Director

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** July 20, 2020

**Agenda Item:** **Resolution 2020-36**  
AWARDING THE BID TO RUMPKE OF OHIO, INC. AND AUTHORIZING  
EXECUTION OF THE CONTRACT FOR THE CITY'S SOLID WASTE &  
COMMINGLED RECYCLABLES COLLECTION AND DISPOSAL  
SERVICES CONTRACT

**Submitted by:** Barry Conway, City Engineer

**Scope/Description:** The City's solid waste & commingled recyclables collection and disposal services contract with Rumpke of Ohio, Inc. expires on September 30, 2020. The City advertised for bids for a new three-year contract (with three optional one-year renewals), which bids were opened on July 15, 2020. Rumpke of Ohio, Inc. was the sole bidder.

**Budget Information:** The current rate per unit under the last of the optional one-year renewals under the current contract is \$14.34 per unit (this does not include the \$2.71 administrative fee).

|           |  |
|-----------|--|
| 2020-2021 | \$15.00 per unit (\$0.66 increase from current rate) |
| 2021-2022 | \$15.38 per unit (\$1.04 increase from current rate) |
| 2022-2023 | \$15.76 per unit (\$1.42 increase from current rate) |

**Bidding:** Yes

**Recommendations:** Staff recommends that we accept the bid from Rumpke of Ohio, Inc. as the lowest and best bid.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-36

**AWARDING THE BID TO RUMPKE OF OHIO, INC. AND AUTHORIZING EXECUTION OF  
THE CONTRACT FOR THE CITY'S SOLID WASTE & COMMINGLED RECYCLABLES  
COLLECTION AND DISPOSAL SERVICES CONTRACT**

WHEREAS, the City's current contract for the provision of solid waste and recyclables collection and disposal services contract expires on September 30, 2020;

WHEREAS, the City advertised for bids for a three-year contract for the provision of said services, in accordance with law, and bids were opened on July 15, 2020, in accordance with the Notice to Bidders; and

WHEREAS, it is determined by Council that the bid from Rumpke of Ohio, Inc. is the lowest and best; and

WHEREAS, this Council, by Ordinance 2020-04 has authorized the expenditure of funds for said contract through the appropriation of funds in the City's operating budget,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members present concurring, that:

Section 1. The Bid for the City's Solid Waste & Commingled Recyclables Collection and Disposal Services is hereby awarded to Rumpke of Ohio, Inc., 3990 Generation Drive, Cincinnati, Ohio, 45251, in the following amounts:

|             |                             |
|-------------|-----------------------------|
| 2020 - 2021 | \$15.00 per unit, per month |
| 2021 - 2022 | \$15.38 per unit, per month |
| 2022 - 2023 | \$15.76 per unit, per month |

all in accordance with the Notice to Bidders, Instructions to Bidders, Specifications, Contract Documents, and other documents contained in the bid packet.

Section 2. The City Manager is hereby directed to execute a contract with Rumpke of Ohio, Inc. The costs of the contract shall be paid out of the funds appropriated for it in the City's operating budget.

Section 3. It is hereby found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: July 20, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** July 20, 2020

**Agenda Item:** **RESOLUTION 2020-37**  
RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER  
INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRICITY  
FOR THE CITY'S ELECTRICITY AGGREGATION PROGRAM

**Submitted by:** Sonny Lewis, City Manager

**Scope/Description:** To obtain the most competitive price, the City Manager is authorized to enter into a contract for the supply of electricity which requires municipality to accept a proposal within hours after it is submitted.

**Budget Impact:** None.

**Exhibits:** None.

**Recommendations:** Approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-37

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRICITY FOR THE CITY'S ELECTRICITY AGGREGATION PROGRAM**

**WHEREAS**, the electorate of the City of Franklin ("municipality") has previously authorized the City to aggregate eligible retail electric loads located within the governmental boundaries of municipality and enter into service agreements for the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out; and

**WHEREAS**, in accordance with Chapter 4901:1-24 of the Ohio Administrative Code, Chapter 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code, municipality is required to submit a CERTIFICATION APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS to the PUCO; and

**WHEREAS**, municipality has engaged in a fair and open process to request proposals for supplying electricity for the future from such certified electricity suppliers; and

**WHEREAS**, to obtain the most competitive price, the process of entering into a contract for the supply of electricity requires municipality to accept a proposal within hours after it is submitted, which short-time requires delegation of authority to the City Manager to enter into a contract.

**NOW THEREFORE**, The City of Franklin hereby resolves:

**Section 1:** That the City Manager, is authorized to execute contracts for and to take all such other steps as necessary for the purchase of electricity for municipality's electric aggregation program from a retail electrical supplier if:

- 1) The electricity rate is based on the recommendation of Supernova Partners, LLC, Affordable Gas & Electric Company, LLC, municipality's broker/consultant for its aggregation program; and
- 2) The electricity rate is for a period of at least 12 months and not to exceed a period of 36 months; and
- 3) The electricity rate is at or below the City's current electricity aggregation rate that is contracted through May 2021; and

**Section 2:** That the City Manager shall notify the City Council at the next available meeting, of actions taken pursuant to the Resolution.

ADOPTED: July 20, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

## LEGISLATIVE COVER MEMORANDUM

**Meeting Date:** July 20, 2020

**Agenda Item:** **Resolution 2020-38**  
AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH PIERCE MANUFACTURING, INC. REGARDING CORROSION TO THE 2006 PIERCE ENFORCER PUMPER UNIT 18332TR; VIN: 4P1CE01A76A006541

**Submitted by:** Jonathan Westendorf, Fire Chief

**Scope/Description:** As Council has been apprised earlier, issues arose with this equipment which the manufacturer is willing to address in good faith while denying liability. Entering into this agreement will financially benefit the City.

**Budget Impact:** \$36,122.00

**Exhibits:** Settlement Agreement

**Recommendation:** Approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2020-38

**AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT  
AGREEMENT WITH PIERCE MANUFACTURING, INC. REGARDING CORROSION  
TO THE 2006 PIERCE ENFORCER PUMPER UNIT 18332TR; VIN:  
4P1CE01A76A006541**

WHEREAS, upon the recommendation of the City Manager and the Fire Chief, this Council desires to settle matters with Pierce Manufacturing, Inc. regarding corrosion to the 2006 Pierce Enforcer Pumper Unit 18332TR; and

WHEREAS, the Fire Chief will oversee the repairs to the 2006 Pierce Enforcer Pumper Unit 18332TR as outlined in the Settlement Agreement; and

WHEREAS, this Council desires to enter into a settlement agreement with Pierce Manufacturing, Inc. to repair the corrosion to the 2006 Pierce Enforcer Pumper Unit 18332TR.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members present concurring, that:

Section 1. The City Manager is hereby authorized to execute all necessary agreements and documents, upon such terms and conditions as are approved by the Law Director, with Pierce Manufacturing, Inc. in order to repair the corrosion to the 2006 Pierce Enforcer Pumper Unit 18332TR.

Section 2. The Fire Chief is hereby authorized to oversee the repairs of the 2006 Pierce Enforcer Pumper Unit 18332TR and arrange for pick-up and delivery of the Pumper Unit to / from Pierce Manufacturing, Inc.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: July 20, 2020

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

EXHIBIT A

# **Franklin Fire Dept Franklin, OH.**

***Proposal for Refurbishment:***

**One (1) – 2006 Pierce Enforcer Pumper  
18332TR**

March 16, 2020 – *Prepared by: Alan Boushley*



PIERCE MANUFACTURING, INC.

**MIDWEST REGIONAL SERVICE CENTER**

816 COMMERCIAL AVENUE \* WEYAUWEGA, WI 54983 \* (920) 867-2142

Pierce Manufacturing, Inc. is pleased to submit to the **Franklin Fire Dept** a proposal for the refurbishment of your **2006 Pierce Enforcer Pumper unit 18332TR, VIN#4P1CE01A76A006541**. The following paragraphs will describe in detail the apparatus additions and modifications proposed.

### **QUALIFICATIONS**

Pierce Manufacturing, Inc., located in Appleton, Wisconsin, is truly a leader and innovator in the fire apparatus industry. The Pierce Refurbishment Center has achieved the very same reputation for fire apparatus repair and refurbishing. Located 30 miles west of Appleton in Weyauwega, Wisconsin, the Pierce Refurbishment Center facility is dedicated exclusively to the refurbishing and repair of all makes and models of fire apparatus. Pierce Manufacturing has produced fire apparatus for over 70 years and has been refurbishing apparatus for more than 35 years.

The 37,000 square foot Refurbishment Center has 16 well-equipped bays staffed by 52 certified, highly skilled mechanics. Fabrication and refinishing is done at the main manufacturing facilities to assure our customers the same fine quality that new Pierce apparatus is famous for.

### **WELDING REQUIREMENTS**

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

### **ISO COMPLIANCE**

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

### **SINGLE SOURCE MANUFACTURER**

Pierce Manufacturing is a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab and body being fabricated and assembled on the bidders premises. The warranties relative to the chassis and body design (excluding component warranties such as engine, transmission, axles, pump, etc.) will be from a single source manufacturer and not split between manufacturer (i.e. body and chassis).

### **WARRANTY**

A separate warranty page detailing the warranty coverage will be provided with the proposal.

### **TERMS**

Payment is to be made, in full, within 30 days after completion and final acceptance at Pierce Manufacturing, Inc.

### **SHIPPING PRECAUTIONS**

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. *Failure to complete the listed items below may result in additional costs to the fire department.*

All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.

Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.

All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

### **INCOMING VEHICLE INSPECTION**

The following inspections will be performed by a qualified Pierce technician(s) before any work begins. Inspections are to verify working components before disassembly, and to determine the overall condition of the truck.

- Chassis inspection and road test
- Cab inspection
- Body inspection
- Electrical inspection and test

Should any defects be found that are not already addressed in the proposed work, a list of the defects along with an estimate for any additional the costs will be provided to the fire department for review. *Repair of any defects will be "open", pending approval from the fire department. No additional work will be performed without prior approval from the fire department.*

### **FRAME RAIL CORROSION PUMPER - FRAME REPLACEMENT**

- Remove the water tank, tank cradle, grating, hosebed dividers and all plumbing attached to and/or through the tank area.
- The water tank cradle will be removed and replaced with a new tank cradle painted black.
- Disassemble the body components, unstring electrical harness and remove the body from the apparatus.

- Disassemble the pumphouse components, unstring electrical harness, drive shafts and all associated plumbing. Remove the pumphouse from the apparatus.
- Corrosion on pumphouse and mounting brackets will be needled / scraped to remove the corrosion. All affected areas will be treated with a rust inhibitor, primed and repainted.
- The front axle, suspension and steering gear assembly will be removed, cleaned of corrosion, painted and reinstalled with new mounting hardware.
- Remove the fuel tank.
- Remove all body mounting substructures and **replace** with new front body mounting substructures, front mounting platforms, biscuits, cage nuts and hardware.
- Remove the rear tailboard / platform support and tow bar assembly, and **replace** with new rear tailboard / platform substructure, rubber mounting biscuits and new tow bar assembly.
- The cab, engine and transmission will be removed and reinstalled on the new frame rails.
- Remove all crossmembers and replace with new **E-Coated** crossmembers
- The frame rails and frame liners will be removed and **replaced** with new frame rails and liners that are **E-Coated** for additional corrosion protection. The frame rails will be constructed of 120,000 psi yield strength heat-treated .38" thick steel, with 3.50" wide flanges
- Reinstall all removed assemblies; front bumper extension, cab lift mounting brackets, crossmembers and body mounting supports; torque bolts to spec.
- Up to four (4) **new** chassis air tanks and mounting brackets will be provided.
- **Replace** the following brake system components and air tank pressure protection valves with new.
  - Double check valve
  - Relay valve R-14
  - Relay valve R-12
  - Spring brake relay valve
  - ABS valves
  - Rubber brake lines
- Remove and **replace** all air valve mounting brackets.

- **Replace** the fuel tank with new and install with new stainless-steel straps.
- **Replace** the driver and passenger side running board supports with new **E-Coated** supports.
- **Replace** passenger and driver side battery boxes and hold downs.
- Remove and **replace** with new the rear axle stops.
- The front axle assemblies to include suspensions are to be steam cleaned / corrosion removed and painted matching the original color (Black) before reinstalling on the new frame rails.
- The rear axle assemblies to include suspensions are to be steam cleaned / corrosion removed and painted matching the original color (Black) before reinstalling on the new frame rails.
- Reinstall the body and all components, to include the electrical harnesses
- Reinstall the pumphouse and all components, to include the electrical harnesses
- Install the **new** water tank cradle assembly.
- Reinstall the grating, hosebed dividers and all plumbing attached to and/or through the tank area.
- Check alignment and road test apparatus.
- Check all DOT lighting, emergency warning lights.

**Customer cost = \$ 36,122.00**

**END.**



# Fire and Rescue Apparatus

## One (1) Year Material and Workmanship

### Fire and Rescue Service Center

# Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

|   |  |
|---|--|
| Coverage  | Each fire or rescue apparatus which Pierce Manufacturing, Inc. services, repairs, refurbishes or remanufactures shall be free from defects in material and workmanship   |
| Warranty Begins   | The date of the refurbishment service invoice  |
| Warranty Period Ends After                                    | Twelve (12) Months - New chassis, cab or apparatus body<br>Twelve (12) Months - Paint finish on existing cab, body or component.<br>Ninety (90) Days - Components Serviced or Repaired.  |
| Conditions and Exclusions<br><br>See Also Paragraphs 2 thru 4 | All other applicable limited warranties for water tanks, cabs and bodies, including structures and paint finish, manufactured and installed by Pierce on the apparatus applies to the extent of their respective terms and conditions. |

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

## **SETTLEMENT AGREEMENT**

This Agreement is entered into by and between City of Franklin (hereinafter “Releasor”) and Pierce Manufacturing Inc. (hereinafter “Releasee”) this \_\_\_\_ day of \_\_\_\_\_, 2020.

Whereas Releasor purchased one fire truck from Releasee; and

Whereas after purchasing said truck and within the warranty period, Releasor discovered corrosion on the frame rails on the truck; and

Whereas Releasor is willing to settle the claim for corrosion to the truck frame rails on the terms set forth in this Agreement; and

Whereas neither Releasee’s provisions of the consideration recited in paragraph (2) nor the negotiations preliminary to the execution of this Agreement shall be considered an admission of liability or wrongdoing by Releasee to any of the claims or causes of action alleged in or to be inferred from allegations set forth in the matter indicated in paragraph (1).

Now therefore in consideration of the mutual promises contained herein the Releasor and Releasee agree as follows:

1. Releasor, as purchaser of a 2006 Pierce Enforcer Pumper Unit 18332TR, bearing VIN: 4P1CE01A76A006541, in consideration of the terms as described in Paragraph 2 below by Pierce Manufacturing Inc. (hereinafter “Releasee”), does for itself and each and all of its representatives, employees, successors and assigns, release and discharge Releasee, its subsidiaries, divisions, officers, representatives, employees, stockholders, successors and assigns, and all other persons, firms or corporations, who are or might be claimed to be liable, of and from any contract or warranty claim, demand, right or cause of action on account of all known and unknown losses and damages, for diminution in value, repair costs or any other economic contract or

warranty losses include but not limited to any claims for consequential or incidental damages, costs of suit and attorney's fees, resulting or alleged to have resulted from the promotion or sale, breach of warranty, or any defect in design, manufacture or assembly of the frame rails on the aforesaid truck. This release does not apply to any other condition of the aforesaid truck other than the corroded frame rails and only for the condition of the frame rails arising prior to the execution of this Agreement.

2. In consideration of this Agreement,

- (a) Releasee will make the repairs as set forth in the proposal attached as Exhibit "A." Releasor will pay \$36,122.00 for the repairs set forth in the proposal attached as Exhibit "A."
- (b) Releasor and Releasee will mutually agree to a schedule for the completion of the repairs described above. Releasee will pick up Releasor's truck for rail replacement and/or repairs by Releasee from Releasor's municipal office and return Releasor's truck to same at no cost or expense to Releasor.
- (c) Releasee will continue to provide warranty coverage to Releasor for the Pierce vehicle identified above consistent with the warranties provided with the vehicle at the time of the purchase of the truck.
- (d) The warranties shall apply only if the truck is properly maintained in accordance with Releasee's maintenance instructions and manuals and is used in service which is normal to the particular model.

3. As consideration for the terms described in paragraph (2) above, it is also expressly agreed:

- (a) That Releasor fully understands that this is a final settlement and disposition of all disputes as to the legal liability for and as to the nature and extent of any contract or warranty damages claimed from Releasee arising prior to the execution of this Agreement on the truck purchased by Releasor from Releasee as it applies to the corroded frame rails and only the condition of the frame rails arising prior to the execution of this Agreement;
- (b) That neither Releasee's provision of the consideration recited in paragraph (2) above nor the negotiations preliminary to the execution of this Agreement shall be considered an admission of liability or wrongdoing by Releasee to any of the claims or causes of action alleged in or to be inferred from allegations set forth in the matter indicated in paragraph (1) above;
- (c) That Releasor and the attorneys of its choice have reviewed the provisions of the Release and the contents of this Release have been explained to Releasor by counsel prior to its execution;
- (d) That Releasor represents and warrants that it is entitled to give a release of the claims as set forth in this Agreement which are the subject hereof;
- (e) That Releasor has not assigned or otherwise transferred any interest in any claims which are the subject hereof;
- (f) That Releasor shall not at any time hereafter commence, maintain or prosecute, or cause, encourage or advise to be commenced, maintained or prosecuted any contract or warranty action, suit, proceeding or claim based in whole or in part upon or arising out of or in any way connected with corrosion of frame rails arising prior to execution of this Agreement;

- (g) That Releasor understands and agrees that neither the undersigned nor its attorneys or other representatives will in any way disclose the facts, terms or conditions of this settlement to anyone, including any news or communications media, including any radio or television broadcast, newspaper, on-line service or internet site other than as referred by State and Federal law. All parties to this Agreement expressly agree to decline comment on any aspect of this settlement to any member of the news; and
- (h) That no promise, agreement, statement or representation except as expressed in this Agreement has been made to or been relied upon by Releasor and that this document of four (4) pages (excluding exhibits) contains the entire Agreement between Releasor and Releasee.

Intending to be legally bound by the terms of this Agreement, the undersigned have affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Approved as to legal form:

\_\_\_\_\_  
Lynnette Dinkler  
Law Director  
City of Franklin, Ohio

\_\_\_\_\_  
Sonny Lewis  
City Manager  
City of Franklin, Ohio

\_\_\_\_\_  
Authorized Representative of  
Pierce Manufacturing Inc.