

RESOLUTION NO. 75-22  
CITY OF CENTERVILLE, OHIO

26<sup>th</sup> SPONSORED BY COUNCILMEMBER Bill Serr ON THE  
DAY OF September, 2022.

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO EXECUTE A VEHICLE PURCHASE AND TRANSFER AGREEMENT WITH THE CITY OF PIQUA, OHIO, FOR THE TRANSFER OF WASTE VEHICLES.**

WHEREAS, the City of Centerville owns a 2007 International Workstar 31-yard hopper & McNeilus Waste body with approximately 94,146 miles and 15,431 hours; and

WHEREAS, the City of Piqua owns a 2013 Freightliner M2 106 & New Way Cobra 20 Waste body with approximately 80,045.8 miles and 14,826.4 hours; and

WHEREAS, the two cities desire to transfer the two vehicles to each other; and

WHEREAS, it is in the best interests of the City of Centerville to allow an equal exchange.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**


Section 1. That the City Manager is hereby authorized and directed to execute a Vehicle Purchase & Transfer Agreement with the City of Piqua, Ohio, for the exchange and transfer of waste vehicles. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 26<sup>th</sup> day of September, 2022.

  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 75-22, passed by the Council of the City of Centerville, Ohio on the 26<sup>th</sup> day of September, 2022.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**VEHICLE PURCHASE & TRANSFER AGREEMENT**

This Vehicle Purchase & Transfer Agreement (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between **THE CITY OF CENTERVILLE, OHIO**, an Ohio Municipal Corporation (“Centerville”) and **THE CITY OF PIQUA, OHIO**, an Ohio Municipal Corporation (“Piqua”), collectively known as “the Parties”.

WHEREAS, Centerville owns a 2007 International Workstar 31-yard hopper & McNeilus Waste body with approximately 94,146 miles and 15,431 hours; and

WHEREAS, Piqua owns a 2013 Freightliner M2 106 & New Way Cobra 20 Waste body with approximately 80,0455.8 miles and 14,826.4 hours; and

WHEREAS, the Parties desire to transfer the two vehicles to each other entity.

**ARTICLE I. TRANSFER AND PURCHASE OF THE VEHICLE(S)**

**1.1 Property.**

Centerville hereby agrees to sell, transfer, assign and convey the vehicle described below “Vehicle 1” to Piqua, and Piqua hereby agrees to purchase, accept and receive Vehicle 1 from Centerville.

**Vehicle 1**

VIN# 1HTWGAAT88J045412

2007 International Workstar 31-yard hopper & McNeilus Waste body

94, 146 miles / 15,431 hours

Piqua hereby agrees to sell, transfer, assign and convey the vehicle described below as “Vehicle 2” to Centerville, and Centerville hereby agrees to purchase, accept and receive Vehicle 2 from Piqua.

**Vehicle 2**

VIN# 1FVACYD19DHFD5286

2013 Freightliner M2 106 & New Way Cobra 20 Waste body

80,0455.8 miles / 14,826.4 hours

Collectively, Vehicle 1 and Vehicle 2 are the “Vehicles”.

**ARTICLE II. CONSIDERATION**

**2.1 Purchase Price.**

As consideration for said transfer and purchase, Centerville agrees to transfer, assign and convey title and possession of Vehicle 1 to Piqua.

As consideration, Piqua hereby agrees to transfer, assign and convey title and possession of Vehicle 2 to Centerville.

Based upon the values of the Vehicles being transferred to each party, the spare parts being exchanged, and the necessary repairs to Vehicle 2, no additional consideration is required. See Exhibit "A" for details.

### **ARTICLE III. DELIVERY AND CONVEYANCE OF TITLE**

#### **3.1 Delivery.**

The parties shall deliver their respective Vehicles on or before October 31, 2022. ("Delivery Date"). The Parties hereby agree to deliver the Vehicle in the same condition as of the date of execution of this Agreement.

#### **3.2 Conveyance.**

The Parties shall convey the titles corresponding to their respective Vehicle to the other party at the time of the delivery. Further, the Parties agree and covenants to execute all documents which are necessary to finalize the transfer of the titles and registration. Each Party shall be responsible for the costs associated with any transferring the titles and/or obtaining registration.

### **ARTICLE IV. WARRANTIES**

#### **4.1 Warranties.**

The Vehicles are being sold/transferred "AS IS", and the Parties do not in any way, expressly or implied, give any warranties to the other. The Parties expressly disclaim any implied warranties of merchantability or of fitness for a particular purpose.

#### **4.2 Continuation of Representations and Warranties.**

All representations and warranties contained in this Agreement (if any) shall continue in full force and effect after execution of this Agreement. If either party later learns that a warranty or representation that it made is untrue, it is under a duty to promptly disclose this information to the other party in writing. No representation or warranty contained herein shall be deemed to have been waived or impaired by any investigation made by or knowledge of the other party to this Agreement.

#### **4.3 Insurance and Tags.**

The Parties acknowledge that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by the Parties shall be cancelled upon the delivery of the Vehicles to the respective party.

### **ARTICLE V. INTERGRATION**

#### **5.1 Integration.**

This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement

#### **5.2 Severability.**

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall the continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

#### **5.3 Modification.**

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

[SIGNATURES TO FOLLOW]

CITY OF CENTERVILLE

CITY OF PIQUA

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By: Wayne S. Davis  
Its: City Manager

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By:  
Its: City Manager

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022

Approved as to form:

Approved as to form:

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Scott A. Liberman  
Municipal Attorney

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Law Director

**Exhibit "A"**

**Piqua - Centerville Waste Truck Transaction**

	<b>Piqua 2013 Freightliner with New Way Cobra 20</b>	<b>Centerville 2007 International Workstar with McNeilus 31</b>
Truck value with no major work needed	\$ 73,970	\$ 55,900.00
Ejection Cylinder Parts (Cerni Motors)	\$ (4,343.76)	
-Labor 8 hours @ \$56.68/hour	\$ (455.84)	
Radiator, water pump, tensioner, fan belt, blower motor, seat repair parts . (Stoops)	\$ (3,034.89)	
-Labor to R&R 20 hours @ \$56.68/hour	\$ (1,133.60)	
4 new rear drive tires 4 @ 417.17/tire	\$ (1,668.68)	
Tag axle won't drop, and no high idle		
- Labor to T.S & D 4 hours @ \$56.68	\$ (226.72)	
Cart tipper rebuild parts	\$ (1,000.00)	
-Labor to rebuild 3 hours @ \$56.68/hour	\$ (170.04)	
Mcneilus arm and Misc. parts to support		\$ 6,036.47
<b>Truck Value with Repairs</b>	<b>\$ 61,936.47</b>	<b>\$ 61,936.47</b>
Cash Necessary to complete trade	\$ -	