



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meetings Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
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April Beggerow
614-322-6836

Monday, October 8, 2018

Council Chambers

PUBLIC SERVICE AND TRANSPORTATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- a. Public Service and Transportation Committee – Committee Meeting – September 24, 2018

4. NEW LEGISLATION/DISCUSSION ITEMS

- a. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: ENACTING CHAPTER ____ Rental Property Registration and Maintenance.

5. LEGISLATION FOR SECOND READING

- a. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO. (First Reading 9/24/2018).

6. LEGISLATION FOR THIRD READING

- a. AN ORDINANCE TO VACATE EASEMENTS OVER PROPERTY LOCATED AT 7309 AND 7311 LIVINGSTON AVENUE (Second Reading 9/24/2018).

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 September 24, 2018

Ward 2 Councilmember Brett Luzader called the meeting to order at 7:49 PM

Call to Order - Roll Call

PRESENT: Luzader, Baker, Bryant, Skinner, Joseph

ABSENT:

Approval of Agenda

Agenda stands approved.

Approval of Minutes

- a. Public Service and Transportation Committee – Committee Meeting – September 10, 2018

RESULT:	ACCEPTED
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NEW LEGISLATION/DISCUSSION ITEMS

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO. --- Luzader. Public Service and Transportation Committee.

Mr. Sampson: Thank you Chairmen Luzader, members of council. Joining me this evening is Andrew Booker with SWACO to help answer any questions. This ordinance is in agreement with Rumpke of Ohio for the collection, transportation and delivery for disposal or processing of residential solid waste, recyclable materials and yard waste beginning January 1, 2019. This was a competitive bid process conducted by SWACO earlier this year. The following rates are fixed. 2019 is \$16.71 per household per month, which is our current rate. 2020 is \$17.88 per household per month and 2021 is going to be \$19.13 per household per month. The biggest change and you can see it to my right. The biggest change this year is the requirement to have recycling carts that can be mechanically lifted. The City currently uses the Rumpke provided recycling bins and those are going to be eliminated. When it comes to recycling, I am very proud to be a member of the City administration in that Reynoldsburg is one of the most aggressive recycling cities in central Ohio. We are either number 2 or number 3 of the communities in central Ohio with the amount of the tonnage of recyclable materials that we turn over each year. Now what do the carts cost? The cost for a 64 gallon which is what you see here. 64 gallon recycling cart is \$42.52. SWACO is covering 48% of the cost. Another 15% comes from a grant from the recycling partnership that we worked on with SWACO this year. Reynoldsburg responsibly would be 37%. Which brings the cost down from \$46.52 to \$17.02. Purchasing the recycling cart will be part of the 2019 budget and legislation will be introduced the first of the year. The new carts will be rolled out in the Spring and the distributor

Minutes Acceptance: Minutes of Sep 24, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 September 24, 2018

the manufacture of these carts will take care of their roll out. The resident will then have these costs reflected on their bills. Andrew.

Mr. Booker: Thank you very much Mr. Chairmen and members of council. I am Andrew Booker with the Solid Waste Authority of Central Ohio, SWACO. Prior to coming to SWACO I worked at Ohio EPA for 20 years in the kind of department that deals with recycling. So I have actually kind of been around a lot of communities that have moved over to the cart based recycling system. Its really considered a best practice at this stage in the game. Communities like Dublin, Columbus, Hilliard have moved over purchasing carts and having a cart based system for a variety of reasons. It really just makes recycling much more convenient for your residents. And as a result of that we see between a 30 and 50% increase in the amount of recycling from communities that use cart based systems Just as important as that honestly it just provides more space for them and the lid. I don't know if you have ever driven down the road on a windy recycling day and seen all the paper blowing. Yes its a problem, it just takes care of that issue. I don't know if anybody is like that in my household but we all it the Amazon phenomenon and some how we have more and more cardboard boxes and that allows much more room for cardboard boxes as well/ It ultimately also helps reduce cost or at least contain cost on collection. These are semi automated, designed to be collected in a semi automated or automated fashion. Which just is a quicker more efficient way for companies that pick up recycling to do so. Its much less ware and tear on the bodies of the men and women that do the collection as well. So as a result of that it helps contain cost from both from an efficiently stand point and even just a disability and workers compensation stand point. So as a result of that you have seen communities through out Ohio and really across the county go to a cart based system. Last thing ill say, I'm taking a lot of time I apologize for that. We've worked very closely with an organization called the Recycling Partnership, they are a national non profit funded by all kinds of corporations that you have heard of before. Target, Amazon, Starbucks among many many others, Exxon Mobile, Proctor and Gamble. They are providing \$7.00 of this cart grant because their funders thinks its important to increase recycling throughout the country. So we applied for a grant on behalf of Reynoldsburg and other communities in central Ohio and we are happy to get that grant from the Recycling Partnership. They also just bring a lot of expertise. They have worked with communities from coast to coast. So in terms in educating the residents, getting them prepared and doing this kind of cart of transition their is nobody better in the county. Do you have any questions?

Mr. Luzader: I just have one question concerning the cost of these. I was actually here when Reynoldsburg rolled out the firs tone of these probably 20 years ago now. The first ones were real brittle in the winter time. They got smashed this and that and whatever. Will the resident, if that happens to the new ones, will the resident be responsible for the entire cost of replacing a new one?

Mr. Booker: As Bill had indicated, Reynoldsburg has always been a leader on recycling. Thankfully, these things have improved dramatically. This cart right here has a 12 year warranty on it. They are built for the winter time, they are built for all seasons. Communities like Buffalo and Chicago have carts. And so these will be covered by a warranty for at least a decade and a little bit more in terms on the body.

Mr. Luzader: Are there any other questions from members of committee? Ms. Bryant.

Minutes Acceptance: Minutes of Sep 24, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
September 24, 2018

Ms. Bryant: This strictly applies to residential and commercial, it doesn't cover any rentals properties is that correct? Apartment complexes?

Mr. Sampson: That's correct. Yes, just residences.

Ms. Bryant: I have actually, I reside in a complex and have tried to get the management to allow us to have some sort of a recycling program. Is there a way that maybe we could try to get some sort of a program going forward, you know maybe not now since were obviously dealing with this at the moment. At some point where we can incorporate rental properties. Based on the number of rental properties we do have the City there is more than enough recycling to go around.

Mr. Booker: You are absolutely right if I may. There is a huge demand in multi family housing for recycling. We get calls at SWACO virtually every week from someone who lives in an apartment complex. We did something unique in this bid package if you recall. So we actually asked the service providers to provide us with standard rates that could be applied to multi family homes and commercial businesses. Were taking the first steps in trying to get those kind of services available and it is a high priority for SWACO as well, we are very aware of this. We would be happy to work with the City moving forward.

Ms. Bryant: Thank you.

Mr. Luzader: Any other members of the committee? Mr. Baker.

Mr. Baker: This is more of a comment. Not on the recycling, I think that's pretty cool. Seeing how were renewing it with the waste and yard removal contract, just don the road, is it possible we could look into getting a leaf removal part of it. Because the City of Whitehall has it the City of Upper Arlington has it where residents rake their leaves to edge of the yard and the city will come by with this big vacuums and just pick them up for them. Its just a service that they offer and I just wondering if we could look into that.

Mr. Sampson: I am very familiar, Worthington does the same thing. They offer that service. You obviously have to have the equipment to accommodate that. We have the one street vacuum that we use and it really isn't appropriate for leaves. Its specialized piece of equipment. That's certainly worth exploring. What's important in our community and from a service standpoint is that we are clean, well maintained. That when a resident or a visitor comes in that they see that we care about our community and that's part of that. So we could certainly explore that Mr. Baker.

Mr. Baker: I appreciate it, thank you.

Mr. Luzader: Any other members of the committee? Members of Council? Mr. Cotner.

Mr. Cotner: Just to clarify that, so its about \$15.00 per resident is what the final cost is going to come out to be of residence expense?

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
September 24, 2018

Ms. Sampson: It will come to \$17.02 per resident and that's based on again, the original cost was \$56.52.

Mr. Cotner: About \$17 and which, will that go on their first quarters bill or when are they going to get billed on that.

Mr. Sampson: That's a good question, I met with our water department a couple of weeks ago, Tammy Robinson. And we have been talking with the Mayor. He would like to pull the band aid off and do it in the first billing. Were going to explore that in this finance chair. Mr. Cotner I would appreciate your input on that. My initial thought on that was to phase it over a year. Break it down into quarterly payments so its a little more digestible. Anything is on the table as far as how we do that.

Mr. Cotner: I know your going to get a lot of call no matter what so I just trying to be prepared a little bit. What about than the new resident that comes in in six months. Are they then only going to pay that or charge that seventeen some dollar fee.

Mr. Sampson: We will be working closely with SWACO on it comparing notes, were really similar to Gahanna, for any over in Gahanna my counter part. In the consortium we are paired with them. They have the regular household waste pick up your own trash cans bags what have you and they have the red recycling bins. And you know we talked about ok if I wanted to buy extra cans at this rate, I have to be able to store them. I have my water department and the street department that we could, we could get potentially, they stack on top of each other, 50 additional ones at hat price. And then be able to, as new residence come, some body moves and takes their can with them, we will be able to replace them at that cost. After that they will go up, after that fifty, they will go up to the full forty seven.

Mr. Cotner: To the full rate, is what the new resident would pay then, ok, alright.

Mr. Sampson: I would like to get as many as possible but its a matter of storing them.

Mr. Cotner: Of course, ok. I think we've got great waste removal, Rumpke is doing fantastic Our streets are clean they do a great job. I think our residents appreciate it I just wanted to touch base on a couple things, Thank you.

Mr. Sampson: And that's an important issue. When we sat down with this, we have been meeting bi-weekly since Spring on this with SWACO and they have been outstanding. Is that our condition in Reynoldsburg and the same with Gahanna is that we don't change our day. I think if you want to confuse residents, you know change their day pr break up their day. We will continue to have household waste and recycling and lawn care pick up on Thursdays, that will not change. The goal will be over the several years, to start to phase in the household waste perhaps a 95 gallons cans and begin to incorporate those into our city. So that when the bid comes up again, SWACO has taught us about competition, the more cans you can provide the automated trucks to service, the cheaper your

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
September 24, 2018

rate. And we would like to gravitate to that and hopefully over the next, in the next contract save more money.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/24/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

LEGISLATION FOR SECOND READING

AN ORDINANCE TO VACATE EASEMENTS OVER PROPERTY LOCATED AT 7309 AND 7311 LIVINGSTON AVENUE --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/24/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

LEGISLATION FOR THIRD READING

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED: CHANGING THE ZONING DISTRICT OF A 24.3 ACRE PARCEL ON THE WEST SIDE OF TAYLOR ROAD KNOWN AS 9366 TAYLOR ROAD SW, 9370 TAYLOR ROAD SW, AND 9333 TAYLOR CHASE, REYNOLDSBURG, OHIO, FROM AR-2 MULTIPLE FAMILY RESIDENCE DISTRICT AND CC COMMUNITY COMMERCE DISTRICT TO PND PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT. --- Luzader. Public Service and Transportation Committee.

Mr Thomas. : Chairman Luzader, members of the board, President Joseph, I am Joe Thomas with Metro Development 470 Old Worthington Road. I just like to really just hit on the highlights. Everybody's been pretty well area of this presentation as well as are application so just wanted to go over some high lights that I can share with the group that pretty much date back from the beginning of the changes that we had made as far as what we call the park or the Taylor Road apartments. As we went on from the beginning of the application, we started including different items. Including the tree preservations from the south, we added additional walk ways to gain access to Kroger. We increased the west buffer, which is basically the mounding in the trees from 30 to 60 feet. We also agreed with the neighbors both in the west and to the north boundary to install fencing along the pond. Not only to the west but also to the north. We also agree to clean out pour and dying trees and under brush from tree rows to the east as well as maintain the lawn. Reduce the building heights from three to two story, revising the site plan. Then we changed building styles along Taylor Road from breeze ways to vista units. We added mounding along the remaining western and northern boundaries to adjacent condominiums. We added fencing to remainder of single family boundary to remove pour and dead and under brush as well and to maintain that lawn area. We conducted

Minutes Acceptance: Minutes of Sep 24, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
September 24, 2018

additional traffic study to determine if improvements were required along Main and Taylor Road. We agreed to install west bound turn lane at Main and Taylor to be reimbursed by the TIF. We reduced as of our last meeting, we reduced our density from 244 down to 192 units which gives us a density now of 7.9 density units per acre. Which we increased our open space. Our overall open space now is 13.93 acres which is 57% of the site. Just wanted to add a special note in this regard, we also looked at the average area density throughout the City of Reynoldsburg and we noted that the density through out the City of Reynoldsburg apartments is averaging roughly about 16.35 density units which is quite a bit higher than what were offering here tonight. And our output case is 7.9. The existing density on the condominiums is actually 6.75 density units per acre. And that's 140 condos at 20.75 acres. As Mr. Chairmen Luzader mentioned we did have a unanimous approval by planning commission with one abstention because of conflicts. One other noted added feature that we started in our original application and along the planning commission. We are committed to doing dimensional shingles. We have a distance a from our properties owner surrounding our property and neighbors across the street of Taylor Road, we are a distance of 370 ft, neighbors to our west our closest garage is 100 foot. And our closest residence is 180 feet. I think what should be noted also is a benefit to the City of Reynoldsburg We are looking at an annual TIF amount of \$148,000.00 or 2.8 million dollars gross for the City of Reynoldsburg for part of the TIF. Which also has a portion of it goes to schools which is additional \$330,000.00 annually and that is 6.2 million over the life of the TIF. Currently from 2006 the only amount of TIF right now is \$158,000.00. We had we understand that the OHM and the City comprehensive plan, steering committee outline for the preliminary land use plan for this area is anywhere from 10 to 20 units per acre. Last to note, Metro is a quality developer making a 20 million dollar investment in the City of Reynoldsburg at this location. Appreciate your time and can answer any questions.

Mr. Luzader: Thank you, I just have one right off the top of my head. At the planning commission, when you first addressed them you said that you did not want to build the park that was previously mentioned the ADA park, that you would prefer to make a donation to the City.

Mr. Thomas: I guess that was two fold. I was concerned that we might have an issue with the condition being passed onto City Council and that would increase the difficulty of having a positive vote. So with that planning commission hearing I'm not only agreed to do the \$61,000.00 donation to the City of Reynoldsburg but I also agreed to build the park, it would be at our cost and we would fully maintain it for the life of the development. So we would be doing the park as well as the donation of 61,000.00 to make not only the parks department happy but also make the planning commission condition successful as well as installing the turn lane. Those are the items that we addressed in the planning commission.

Mr. Luzader: And I think you probably still know that I am still not happy with the density as a plan in neighborhood development. I know you've a lot of concessions and this that whatever but as a planned neighborhood development, the code still says 5 units to the acre no more than 10 in any acre in the development. And also under the parking code it says you will have a garage for each unit. You actually reduced the number of garages from what you had previously down to 60. So those are still some of my concerns. Members of the committee do you have any questions for Mr. Thomas? Ms. Bryant.

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
September 24, 2018

Ms. Bryant: I actually have a question for our development director. If you could perhaps comment on the difference between the density on the units and garages as compared to being a PND, if you could address that for us.

Mr. Bowsher: Might you kind of clarify exactly what your...

Ms. Bryant: It's my understanding is that as a PND, that's kind of the whole point is that you don't have to go through each element of the code in a PND and request variance of each element. Is that an incorrect understanding?

Mr. Bowsher: The PND as a whole it does state that you have 5 units residential no more than 10. It does fall under the ten and also there is a function is made in there that when the planning commission review said application they can make recommendation that changes those. We would normally call those variances but they are done on the fly within the planning commission. So with the votes for 3 yas on that it basically had done that. And I guess council and planning commission are not I guess any different than what we would do if we would change anything else within the code to make variances. That's what was done. I guess if that answers your question.

Ms. Bryant: Close enough.

Mr. Skinner: I do have a question also for our development director. Comparable apartment complexes within Reynoldsburg do they, most of them at least or the majority of them obey the parking garages code or have we in the past waived that so to speak?

Mr. Bowsher: The PND is relatively new. I think it was recently changed in 2016 if I'm not mistaken. 17, I apologize. And so normally a PND wouldn't have such stipulations on it and most of the development within the City does not abide by those rules. Currently an AR2 as its designated currently on the back half of it would put it at 4 units per building. I think they, Mr. Eric Snowden, our previous planning and zoning administrator thought it relevant to change it to a PND because he knew that variances could be had within planning commission to take a look at that holistically as a full approach. If you were to take a look at any multi family housing development project to include what they are still building on Lancaster Avenue and hold it up against our current code as it stands now, you would not be able to build any of them.

Mr. Luzader: Without a variance?

Mr. Bowsher: Correct.

Mr. Luzader: Mr. Baker.

Mr. Baker: What is the density at the one that is on Lancaster?

Mr. Bowsher: Its roughly just over 10.

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 September 24, 2018

Mr. Baker: Ok and those were just put in.

Mr. Luzader: I do have a number of speaker forms. After they speak I will maybe give you a chance to address their concerns, ok. And I will have these out in the order I received them. The first one is Mr. Robert Barga. And if you could give your name and address and try to keep your comments to 3 minutes.

Mr. Barga: I'll try Mr. Luzader. Good evening my name is Robert Barga I reside at 1589 Stouder Drive and I'm here today in my capacity as a private citizen alone. Madam Clerk, Mr. Mayor, Mr. Council President, Mr. City Attorney and Mr. City Auditor, Members of Council, thank you. Two meetings ago, I discussed what sort of promises this body should alight from the applicant before applying and approving for the proposal. While I still stand behind these demands I will not belabor that point and instead will focus on ten reasons this proposal should be shot down today. One. There is no comprehensive and cohesive plan. This proposal has been modified numerous times with various bad ideas, requirements, impossible reductions, parks added and removed and the like. There is no way for the voters to accurately understand the entire dynamics of what occurred here and your duty is to the voters. Number two. This breaks City law. For some reason some members of council seem to believe they need a reason to vote no. As opposed to the proper understanding which is needing a reason to vote yes. We have this law for a reason, unless there is a darn good cause we should not ignore it. You must vote no. Along the same lines, you took an oath or affirmation to not do this. You all pledged to follow the City code and barring that could cause the mentioned before, you are obligated and duty bound to vote no. Number four. This proposal gambles with our money. While letting the developers stay clean. By relying on the mere words of the developer we are not ensuring the any of the promises such as a turn lane, school funds, residency levels or the like will be kept. This means that we the tax payers are the stake. When the company should be the one holding the risk. Along the same lines, the developer has lied to this body and its sub bodies time and time again. The developer has stated that it would be impossible to change the plans, to change the density to add this or that. Yet every time they sense a no vote is about to happen they magically find the ability to make that change. This extreme bad faith negotiations should never be rewarded and should tell you who is going to win or lose that battle. Number six. The developer has a poor reputation for equal housing, access and following federal law. I find it rather intriguing that some members who recently proposed a law regarding anti discrimination would also fight to support a developer who has everyone single one of their properties currently in federal court over federal housing law. Do we really want to set that up? Number seven. This developer has a mixed history with their long term handling of their holdings and assets. While they will not surely hand the property to new entity they will also not surely hold onto the property. Regardless of your belief or faith in the developer, without any guarantee that they are committed to a long term holding we may soon be working with a partner we don't want. Number eight. The City will be sued and lose. Mr. Baker asked a very good question two meetings ago about if the developer could sue the City. The answer is yes. They could. But that is not what the question should have been, it should be will they win.

Mr. Luzader: Could you wrap it up please?

Minutes Acceptance: Minutes of Sep 24, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 September 24, 2018

Mr. Barga: Sorry. In my opinion the answer is no. But the reality is with the actions that this council has taken. Breaking the rules, having severe conflicts of interest, getting various donations, being (inaudible) driven instead of (inaudible) driven and constantly fighting to protect a proposal that we should turn down. Authorize the developer to come back, waive or grant a variance to the 12 month delay and allow him to come back with a complete proposal that is thorough, addresses all the concerns is not a hodgepodge and is not at any point during the deliberations touched by any potential, real or apparent conflict. Thank you.

Mr. Luzader: Thank you. Next is Mr. Michael Murphy.

Mr. Murphy: My name is Michael Murphy, with Murphy Development Company. Address 4442 Professional Drive, Groveport, Ohio. I'm here in support of the zoning application. Some of you may remember that my company, Murphy Development Company. Developed the condos on the north edge of this proposal project. I started the project back in 2004-2005. And built 26 condos known as Taylor Chase Condominium. In the 2006-2007 time frame. Then the recession hit. It was 10 years later before I built anymore condos on this site. In 2017 I built 4 more condos, predominately to see if the market had returned enough to support the development of more ranch style condominiums. While all four condos sold, the cost to build had surpassed rises in market value. For that reason, we were not able to justify developing additional condominiums. Since then I have worked Metro Development to sell my land for the apartments they have presented to you and their application. The issue of density keeps coming up and I think the one thing that sort of baffles me a little about the density issue is that the site was originally zoned for 140 units, the parcel that I own. I built 30 units and there is still density for 110 units of multi family on the land that I still own. And you have commercial zoning of the nine acres out front and I sit there and scratch my head as the developer I sit there and say to myself the density of 192 units of multi family apartment is less than 110 remaining units plus the commercial for nine acres. I don't think a lot of people take that into account. So I am asking you to keep that in mind. I think Metro has done a great job of providing green space and buffers to the adjacent properties. I think that every turn they have been willing to work with council and planning commission. I know that, I think that it was at council, I did not attend that particular council meeting, but I understand that council had suggested a lower density and at that time Metro was hesitant to do that. There was a very good reason for the hesitancy because lower density meant they had to come back to the seller and talk to him, and they did that. And they did it in a very diplomatic way and worked with them to find a way to make that density reduction work. I think they have gone out of their at many turns when they have been asked to try and provide a quality development. I would ask that council join me in support of their application. Thank you.

Mr. Luzader: Thank you. Next is Ms. Linda Grimes.

Ms. Grimes: Council and members of the audience. My name is Linda Grimes, I live 1370 Reserve Drive, Reynoldsburg, Ohio. My objections remain the same. I understand that there has been alterations to the plan but it is my opinion that they are not sufficient for what they are proposing to do. The density issue, traffic which would be generated. Drainage problems and they've removed

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 September 24, 2018

garages when I felt in the beginning that the parking was inadequate for the proposal for this project. And in the event there is overflow with parking where does it go. Do they have a plan for nay additional? I mean even with 192 units made up of one and two bedrooms, you could have 2 to 4 drivers in each one. So where will those cars go? So briefly, and as distinctly as I can, those remain my issues. There's been a lot of talk already about with regard of density and actual numbers that I am not going to belabor those points but these are my issues and those same issues remain. Thank you for your time.

Mr. Luzader: Thank you. Next is Mr. Justin Crawford.

Mr. Crawford: Good evening and thank you for giving us the opportunity to speak. My name is Justin Crawford. I am a homeowner at 1350 Reserve Drive. Its property just west of the development. I have been a homeowner there for three years. I live in and pay taxes in the City of Reynoldsburg. I am a homeowners association board member. Although my views and opinions are not representative of the entire board. As we just never got a chance to really meet and consult as a group with all of our members inputs. One of the, I sent out a couple emails which included in kind of a short summary of what issues have been brought and then some backup documentation that I feel, in good faith, was appropriate information that I thoroughly look through my self. I'm going to hope at least most of you had time to look over one of those two emails that went out. I have heard the word belabored a couple times and I think that really this whole thing has been belabored when we keep talking about the same things. The issues with the schools, and the property values and the water set, and the density and the traffic and the buffer areas have all been brought up and discussed. I feel that as a homeowner that Metro has done a really good job to address those issues. So as we continue to find new concerns they have addressed those concerns. And then they came up with other items that we wanted to see, reductions and size and property and traffic with the turn lanes and I feel that that's all been addressed to the point that everybody has been asking and they have been giving. And were at a point now that you know were talking about weather or not were going to make a final decision to move forward or not. As a homeowner I feel that they have addressed those concerns so as a immediately abutting homeowner I don't have immediate issues. Some of my initial pictures were of serious flooding that comes directly into my backyard from the property on the east side of Taylor Road as well as the West side. I do work at TS Tech we hire 1800 people here in the city of Reynoldsburg that travel down, a lot of them down Taylor Road so I know about the traffic which is why I was thrilled when they talked about putting in the turn lane earlier as opposed to the previous five year plan that was developed. Overall, based on the conversations I have had with the City planning, talking about some the initial wording on the comprehensive master plan. What I heard about today was that the school had also written a letter of recommendation for the development committee. I would like to enter in my vote as a yes for the development. I think its something that would be good for the City. Thank you.

Mr. Luzader: Thank you. Next is Ms. Thaah Young.

Mr. Young: Mr. Luzader do mind if I speak? (Inaudible)

Mr. Luzader: No, that's fine. Mr. Aaron Young.

Minutes Acceptance: Minutes of Sep 24, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
September 24, 2018

Mr. Young: Aaron Young, 9167 Taylor Road SW. We have been here before, I agree with the gentleman earlier, he said breaking the law and that's why we keep coming back to this point. There is not a lot of time to go into it. We have talked but basically its not our fault this application was filed beyond a variance which cannot approved by the numbers. Thankfully we have a republic, I want to speak to Mr. Bowsher, I apologize to him for he wasn't a resident of Reynoldsburg, taking a cheap shot at him one time. But without him, he's a veteran, he served our country, my father did, my grandfathers did. For this reason we have a republic. I have heard a lot of people say hey we have to get people here by the numbers. I could say a swearing word and get colorful right now but that's not what our republic about. The republic is about law, its about this code everyone swore an oath to. Expanding on what Mr. Bowsher was explaining, the PND, it is a huge variance, that's purpose for the PND. But it specifically states its not to be used to increase density. It says its not supposed to be a big variation for traditional lot sizes just to increase density. Until you stray away from that. I'll reiterate that just by reading the law. If we just read the law, someone reads the law. I'm just going to skip to the parking. With the parking there is some requirements there that's, it says "detailed development plan shall comply with parking requirement of this zoning code." we have something here that's not, its a variance with the code ok. That's on the application, that's true. It says "where a finding is made that the provisions are accessible or inappropriate for the use proposed or that provision satisfied by the alternative methods clearly documented I the site plan." Ok here I'm sorry, "the detailed development plan shall comply with the parking requirement of this zoning code, except that the planning commission may vary such requirements." You have the power to do a variance there. When we go to the density issue we hear time and time and time again, we shouldn't be here tonight in my judgment. We keep going over this. When were speaking to the density, the maximum density a dwelling for both overall plans neighborhood development and for each of which area should be as approved in the development plan except that the density of dwellings and district shall not exceed five units. That's saying that you cannot provide a variance for this approval specifically.

Mr. Luzader: Wrap it up please.

Mr. Young: I'm going to wrap because I have got a lot of stuff on my mind that there is some really hokey stuff going on. I do want you to bring up, we don't have the exhibit here for the application do we? Exhibit D.14, is that here? Can we see that on the screen? Because some gentleman said earlier too about breaking the law was that there's not a comprehensive plan here. If you can bring up that slide and show this development right there forty feet away from Taylor Road, that's not a comprehensive plan. Its a huge variance and its beyond the scope of the law that everyone sworn an oath to.

Mr. Luzader: Thank you.

Mr. Young: Put your big boy pants on this time.

Mr. Luzader: And the last speaker we have is Ms. Thaah Young.

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MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 September 24, 2018

Ms. Young: Hi my name is Thaah Young, 9167 Taylor Rd. I wanted to thank everyone of the council members for responding to any of the questions I've asked over the last nine and half months. I also I'd like to thank the school board members who's responded sometimes in a very prompt way. I also would like to thank the City staff because we have asked for a lot of information. We've requested a lot of audio tapes so that we can actually hear and see what's going in these meetings in the last nine and a half months. The other thing I would like to bring up tonight, reiterate what my husband said. Is one, I am not nervous standing here but my body gets nervous. I am very honored and humble and proud to exercise our rights to ask questions and publicly debate this application. The right to expect that public decisions are objective and made with the publics best interest at heart. Many members of our military and their family members sacrificed everything for these rights. Metro Developments plan is not compatible to surrounding zoning districts accordance with the City code and the City charter. The one thing I do know for sure tonight is, and I do not say this lightly. That Mr. Baker and Ms. Bryant have been asked to consider abstaining from and recusing themselves of the matter of this application. At this point in time I would like to enter into public record at the Clerk of Councils office for anyone in the public to view e-mails one, that will be my first document dated September 23rd between myself, Mr. Baker and Ms. Bryant. Which demonstrated that we did ask for them to abstain and recuse themselves in this matter. Number two. DRK, Metro's parent company, key employee list. Number three. Mr. Shadock's 2017 campaign expenditures list of donations and Ms. Baker and Ms. Bryant. I do appreciate your time. The one other thing I would like to say and its going to be a cheap shot. But Mr. Joe Thomas I was wondering if your going to be sending out \$500.00 checks and pool passes to the rest of the people on....

Mr. Luzader: Excuse me, excuse me.

Ms. Young: Excuse me on the list...

Mr. Luzader: Ms. Young (gavel knocking)

Ms. Young: The rest of, the surrounding neighborhood. I appreciate your time.

Mr. Luzader: Mr. Thomas is there anything else you would like to say?

Mr. Thomas: I guess there is a lot to address in those few public comments but first of all I wanted to the address the fact of the matter is that everything before you guys has been honest. Fortright and transparent. Everything we shared with you, we have shared with the public and the public application as far as the plans that were not only originally submitted but we consistently updated our submittal. And everything's been not only given to the City of Reynoldsburg but is given to residents upon request. So I am not understanding that a full final plan has not been addressed. Everything that is in front of this board tonight is our full and final plan. We have submitted the final site plan. We've submitted the final building elevations. We've submitted the final open space calculations. You know everything that we've submitted is a full and final package of what were bringing forward tonight. So you know as far as the garages and parking requirements, we believe that the plan neighborhood district allows for variances and that's why its a plan neighborhood

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MINUTES COMMITTEE MEETING
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district instead of a straight zoning. You know we've been doing development apartments in central Ohio since 1968. We feel the best use for our buildings is to have exactly a quarter of the units to have garages. We do not want our communities to turn into self storage units. We believe that garages of this nature in this type of development will simply limit it self to create self storage units rather than to be used exactly for what they are and that's garage for storing cars. We believe that the parking requirement is met with two parking spaces per unit with the commendation of surface parking and garages. We've not only met that requirement for the parking requirement but I believe we exceeded that. So I guess from the standpoint of the parking and garages I guess we can differ on that opinion but we believe that this is the best possible development in this area. You know were looking at rents from \$900 to \$1400 a month. Were looking at a very high luxurious clubhouse, amenities inside the clubhouse as well as the exterior of the clubhouse that will lend it self to a very quality community inside the City of Reynoldsburg. So I trust that you guys will make the right decision but I'm just looking for an opportunity to build our first community in the City of Reynoldsburg and make you guys not only believe in me but proud of what we do as much is as I am. So I appreciate your time, thank you. I'm here for any questions.

Mr. Cotner: It wasn't so much a question but I did feel it fair to clarify one thing. And I saw the school board members all kind of gasp at a moment, we have a lot here tonight. There wasn't anything official that the school board had commented and I know individual members shared their feelings. But I didn't think that was fair to put them under the bus that they had all supported it as any official document so there, and I'm seeing agreement that, again no one officially spoke. So I think that's just a clarity point. Obviously a lot of misunderstandings do happened during these times and again just to give them that fair opportunity to make sure that's clarified on that end. Thank you.

Mr. Luzader: Thank you. I think the committee knows where I stand as chairman and I'm not sure where the rest of you stand. But I would like to make to a motion that we forward this item to council with a recommendation to reject the written recommendation of the planning commission and to deny the rezoning application.

Mr. Luzader motions for a second and motion fails.

Ms. Bryant: I move that we forward this onto council and follow the recommendation of the planning commission.

Mr. Luzader: Is there any further discussion?

Mr. Baker: No but I am going to make a comment. I was going to wait until later but I'm going to go ahead and say it now. I do agree with the gentleman when you said its time to put the big boy pants on because this should have been done months ago. And with that, I've expressed to you my disappointment in how this was presented to us because there is a lot of stuff that came out after the fact and after changed that should have just came out day one. This would have been over with. So with that being in mind, because at first I was not happy. I was not happy with it. It was 240 units was way too much. It would have added on to traffic and would have just messed up what whole area but the fact that you did go back, even though you did say you couldn't but I guess you finally

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MINUTES COMMITTEE MEETING
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saw the light. You did go back make the changes that were necessary then. The concern of the residents and of council I do applaud you for that and also the fact that our schools and the City can stand to make some money off of this development and help the entire city. Because we all know there is a lot of stuff in this City that's needs to be fixed and replaced. Will be the reason why I'm seconding this but for future references. Wherever you make a development, whatever, just make sure you have everything up front when you present it, ok?

Mr. Thomas: Yes sir.

Mr. Clemens: But I think were have our comments if it goes to council we will have the chance to speak then?

Multiple: Yes.

RESULT:	REFERRED TO COUNCIL [3 TO 1]	Next: 9/24/2018 7:34 PM
MOVER:	Kristin Bryant, At-Large Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Baker, Bryant, Skinner	
NAYS:	Luzader	

Minutes Acceptance: Minutes of Sep 24, 2018 7:32 PM (Approval of Minutes)

City Council**Kristin Bryant****7232 E. Main Street****Reynoldsburg OH 43068****614-893-2299 Phone****ORDINANCE REQUEST**

DATE: October 8, 2018**TO: Public Service and Transportation Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: ENACTING CHAPTER ____
Rental Property Registration and Maintenance**

Approval:

Pending Brad McCloud	Pending Jed Hood	Stephen Cicak
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See Attached Documentation

Chapter _____ Rental Property Registration and Maintenance.

§ _____ Purpose.

It is the purpose of this chapter to protect the public health, safety and welfare of the residents of Reynoldsburg by establishing minimum standards governing the maintenance, appearance, and condition of all rental housing properties, to impose certain responsibilities and duties upon owners and operators; to authorize and establish procedures for the inspection of rental housing properties; to provide for the issuance of rental certification; to establish a fee schedule for inspection; to authorize the vacation or condemnation of dwelling structures that are unsafe or unfit for human habitation; and to fix penalties for violations of this chapter. Rental housing with code violations are a risk to new development, housing stock, property values, public health, safety, and welfare in the City of Reynoldsburg. This chapter is hereby declared to be remedial and essential for the public interest, and it is intended that this chapter be liberally construed to effectuate the purposes as stated herein.

§ _____ Definitions.

As used in this chapter, the words and terms below shall have the following meanings respectively prescribed to them in this chapter:

- A. “Appeal” means a written notice to be filed with the City Board of Zoning and Building Appeals challenging a Notice of Violation. Such appeal must be filed within 14 days of the date of the Notice of Violation.
- B. “City” means the City of Reynoldsburg.
- C. “Designated City Official” means the Director of Development and/or designee.
- D. “Designated agent” means a business entity located in or an individual person eighteen (18) years or older residing in the State of Ohio with an address other than a post office box and named by an owner as a secondary point of contact regarding the use or condition of land and the occupancy and physical condition of structures on a platted lot or parcel of land.
- E. “Dwelling” means any building or portion of a building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that is occupied for living purposes.
- F. “Dwelling unit” means a space within a dwelling, comprised of a living, cooking and dining area, a sleeping room or rooms, storage closets and bathing and toilet facilities, all used by only one family.
- G. “Lease” means the written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental units.
- H. “Notice of Violation” means a notice issued by the Designated City Official, or the Code Enforcement Officer to the owner of real property or to their designated agent that there has been a violation of a provision of this chapter or any other applicable section of the

Reynoldsburg City Code, ordinance, rule or regulation concerning the occupancy or condition of a premises that is leased or for lease, vacant or occupied.

- I. "Premises" means a real property parcel of land and the structures on that parcel containing at least one (1) residential dwelling unit or one (1) commercial or industrial business space, including lots in manufactured home parks or platted lots or parcels outside a manufactured home park where a mobile home, manufactured home or industrialized unit may be located.
- J. "Owner" means any person who, alone or jointly or severally with others, shall have the legal or equitable title to a property, and shall include executors, administrators, trustees or guardians of the estate of the owner, and any purchaser or assignee under a certificate of sale pursuant to a mortgage foreclosure. The term "owner" shall also include partnerships and other unincorporated associations. Any individual owner, regardless of whether he or she shares ownership responsibility with any other person, any general partner of a partnership, and any officer of a corporation or unincorporated association, shall have direct and personal responsibility and liability for compliance with the provisions of this chapter.
- K. "Person" means an individual, corporation, business trust, estate, trust partnership or association, two or more persons having a joint interest or any other legal or community entity.
- L. "Property manager" means a person other than the owner that has managing control of a rental unit.
- M. "Rent" means the offering, holding out or actual leasing of rental property to an occupant other than the owner and generally involves the payment of a rental amount although other forms of consideration may be involved or no consideration at all may be involved.
- N. "Rental Dwelling Unit" means any structure or part thereof rented or leased by a person or persons other than the owner for residential purposes. Rental dwelling units may also be known as a rental dwelling, rental unit, dwelling unit, or housekeeping unit and may be a mobile home, manufactured home, or industrialized unit.
- O. "Tenant" means any person who rents or leases a rental housing property for living or dwelling purposes with the consent of the landlord, whether or not rent is paid to the owner.
- P. "Rental Inspector" means a person hired by the Designated City Official, qualified to conduct exterior and interior inspections of rental properties within the City.

§ _____ Registration required.

No person shall lease, rent, or cause to be occupied a rental dwelling unit until first registering with the Designated City Official for that specific dwelling unit.

§ _____ Designated agent; Notice and Service of process.

Every owner of a rental unit shall designate an agent who resides in the state who shall be responsible for operation of the unit and who may accept service of process and official notices on behalf of the owner. An official notice or service of process issued to a designated agent shall be deemed as served or delivered upon the owner of record. Each owner or designated agent shall maintain a list of the name and number of tenants in each rental unit and advise the tenants of all known applicable City regulations regarding occupancy and premise conditions. Failure to maintain a property or to maintain any requirements regarding registration shall be grounds for revocation of an existing certificate or denial of issuance of a renewal certificate of registration.

§ _____ Exempt rental dwelling units.

The following dwellings are exempt from the requirements of this Chapter:

- A. Single-family, owner-occupied dwellings and dwelling units;
- B. Hotels and motels without continuous occupancy by the same tenant for more than thirty (30) days;
- C. Bed and breakfast inns.

§ _____ Registration application form.

A. Application for registration of rental dwelling units shall be on forms provided by the Designated City Official and shall include at a minimum the following:

- (1) Name, address, telephone, and e-mail address, if applicable, of an individual owner, sole proprietor or a corporate officer or business representative of a corporation, trust or other entity capable of holding title; and
- (2) Name, address, telephone number, and e-mail address, if applicable, of a company or designated agent who must located in the State of Ohio; and
- (3) Parcel identification number and date of building construction; and
- (4) Address of each rental dwelling unit; and
- (5) Number of detached structures on the lot or parcel and number of units per structure; and
- (6) Number of parking spaces on the lot or parcel used for dwelling purposes.

B. No post office boxes shall be accepted as a legal address for purposes of this chapter.

C. Registrations shall be retained by the City as a public record and made available to any other City department or public entity upon request.

D. Every person required to register a rental dwelling unit shall complete a new application upon amendment or change of any required information.

E. Upon sale or transfer of the premises, the previous owner shall provide the Designated City Official with the name and contact information of the new owner so that they may complete a new application for certificate of registration. If a new owner is not made aware of this requirement upon sale and transfer of the property, it shall be the responsibility of a new owner

once notified to complete and submit a new rental registration form within thirty (30) days of notice.

F. Upon construction of new rental dwelling units or conversion of existing building space not previously used for residential purposes, an owner shall complete and submit a rental registration form for each building or portion thereof used for rental purposes.

§ _____ Registration term and renewal.

Registration shall be made within ninety (90) days of the enactment of this chapter. The term of the registration shall be valid so long as all of the original information and all fees established by separate ordinance are current. Sale or transfer of property shall cause the registration to expire and be no longer valid. Any new owner shall make new application for registration for each dwelling unit prior to closing so as to maintain a continuous record of ownership in case of damage, vandalism, premise condition or other requirement necessitating public notification to the owner, but in no case more than thirty (30) days after sale or transfer.

§ _____ Fees.

A. The following application and registration fees shall be remitted to the City:

- (1) Single-family rental dwelling unit – one hundred dollars (\$100.00)
- (2) Two-family rental dwelling unit – seventy-five dollars (\$75.00) for each dwelling unit.
- (3) Multi-family rental dwelling unit – seventy-five dollars (\$75.00) for each of the first four dwelling units and (\$50.00) for each additional dwelling unit calculated separately for each building structure.

B. The fees shall be submitted to the Designated City Official by the date established by the City for each rental dwelling unit and renewed each year the property is rented. Any rental registration renewed after such date shall be assessed a late fee of an additional twenty-five dollars (\$25.00) per unit.

C. A re-inspection fee of twenty-five dollars (\$25.00) per unit shall be assessed for any additional inspections needed on a per unit basis if violations are not corrected within the amount of time given by the Designated City Official.

§ _____ Inspections.

A. The Designated City Official shall hire at least one designated Rental Inspector to conduct inspections of rental unit and premises registered under this chapter in order to enforce existing or future codes and ordinances related to clean, safe and sanitary premise conditions. The salary of the Rental Inspector(s) shall be paid through the fees collected through the registrations outlined in § _____.

B. Inspections shall be conducted on the premises upon presentation of proper credentials. Nothing in this chapter shall be construed to require an occupant, operator or owner to consent to a warrantless inspection of a rental unit, dwelling, rooming house or premises except as provided by law.

§ _____ Maintenance Standards.

Every owner, agent or person in charge of a rental unit or structure shall be responsible for the maintenance thereof in good repair and safe condition in compliance with the requirements of this chapter and the requirements established by the City administratively. The owner shall also be responsible for maintaining in a safe and sanitary condition the shared or common areas of the premises. In addition to any requirements specified within this section of the codified ordinances, all applicable regulations provided for within the Codified Ordinances of the City of Reynoldsburg, shall apply and shall be subject to enforcement.

§ _____ Scope of Inspections.

All rental units or structures shall be inspected for the following, including but not limited to:

A. Exterior.

- (1) Visible street numbers from the street or alley
- (2) Acceptable exterior condition
- (3) Acceptable condition of accessory structures (garage, shed, etc.)
- (4) Roof does not leak
- (5) Acceptable condition of steps, decks and landings
- (6) Guardrails installed on steps, decks and landings 30 inches or more above grade
- (7) Fences in good repair
- (8) Sidewalks and driveways in safe and sound condition
- (9) Gutters and downspouts in good repair, facing rainwater away from structure
- (10) Foundation in good repair
- (11) Yard free of trash and debris with no items stored outside that should be inside
- (12) Premises free of inoperable, junk or unlicensed vehicles
- (13) Swimming pools maintained in sanitary condition

B. Fire safety.

- (1) Detectors located inside each bedroom and on every floor of the structure
- (2) Combustible materials stored at least 3 feet from sources of ignition
- (3) Exit signs property illuminated

C. Doors.

- (1) Exterior doors with deadbolt locks in proper working order
- (2) Exterior doors are weather tight and in proper working order
- (3) Storm and screen doors in good condition

D. Windows.

- (1) No broken or badly cracked windows
- (2) Windows are weather tight and in good working condition (capable of remaining open without a means of support)
- (3) Windows have operable locks
- (4) Window screens without rips, tears or holes
- (5) Every sleeping area has an operable window

E. Walls, ceilings and floors.

- (1) Proper sealed, free of peeling paint and capable of being maintained in sanitary condition
- (2) Carpets not ripped or torn, free from tripping hazards
- (3) Floors are structurally sound
- (4) All habitable rooms with ceilings at least 7 feet high

F. Electrical system.

- (1) Every habitable room has at least 2 separate and remote electrical outlets
- (2) Cover plates for outlets, switches and junction boxes in place
- (3) Switches, outlets and electrical fixtures in working order
- (4) No extension cords running through doorways or under carpets
- (5) Adequate circuitry

G. Mechanical.

- (1) Each room has sufficient heat (at least 65 degrees)
- (2) Combustion gases vented to the outside
- (3) Clothes dryers properly vented

H. Plumbing.

- (1) Fixtures have proper water pressure and operating properly
- (2) Supply and drain lines do not leak
- (3) All fixtures have proper traps to prevent the infiltration of sewer gases

I. Basement.

- (1) Steps and handrails are in good condition
- (2) If used as sleeping area, must meet requirements for finished walls and ceilings, ventilation, ceiling height, heating and egress
- (3) Clean out openings and floor drains are properly covered

J. Bathroom.

- (1) Ground fault electrical outlets are in use
- (2) Fixtures in proper working order
- (3) Floor is able to be maintained in clean, dry condition
- (4) Operable window or adequate mechanical ventilation

K. Miscellaneous.

- (1) Passageways and stairways in buildings are adequately lit
- (2) Appropriate number of people occupy the dwelling

§ _____ Responsibility of designated agent.

Designation of an agent by an owner shall cause the agent to be an additional responsible party for purposes of this chapter and other chapters that may apply regarding the operation of the premises. All official notices of the City may be issued to the designated agent as well as the owner and in such case as a notice is served upon a designated agent such notice issued shall be deemed as having been served upon the owner of record.

§ _____ **Transfer of ownership.**

In the event that there is a change in the ownership of record, the rental unit registration issued under the provisions of this chapter to the former owner shall become null and void. A new rental unit registration shall be applied for not more than thirty (30) days after such change in ownership has occurred. Such new rental unit registration shall expire on the same date as the one which it replaced, and no fee shall be charged for said change nor shall an additional inspection of the premises be required.

§ _____ **Refused access to the property.**

A. Where the Designated City Official or his or her agent is refused access or is otherwise impeded or prevented by the owner, operator, occupier or agent from conducting an inspection of a rental dwelling property, such person shall be in violation of this chapter and subject to the penalties hereunder.

B. In addition to the provisions of division A of this section, the Designated City Official may, upon affidavit, apply to the County Municipal Court in which the premises are located for a search warrant, setting forth factually the actual conditions and circumstances that provide a reasonable basis for believing that a nuisance or violation of this chapter exists on the premises. If the Court is satisfied as to the matter permitting access to and inspection of that part of the premises on which the nuisance or violation exists. A warrant for access may be issued by the Court upon an affidavit of the Designated City Official establishing grounds therefor. Nothing in this chapter shall be construed to require an occupant, operator or owner to consent to a warrantless inspection of a rental unit, dwelling, rooming house or premises except as provided by law.

§ _____ **Appeals.**

The Board of Zoning and Building Appeals (the Board) shall have jurisdiction to hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Designated City Official in the enforcement or administration of this chapter.

Any person affected by any Notice of Violation which has been issued in connection with the enforcement of any of the provisions of this chapter may request and shall be granted a hearing on the matter by filing an appeal.

The person shall file, in the office of City Council, an appeal with a written request for the hearing and shall set forth the name, address, and phone number of the appellant and a brief statement of the grounds for the hearing and appeal from any Notice of Violation of this chapter. Requests shall be filed within 14 days of the date of the Notice of Violation. On receipt of the appeal, the Clerk of Council shall set a time and place for a hearing before the Board. The hearing shall be held within a reasonable time after a request has been filed. At the hearing, the appellant shall be given an opportunity to be heard and to show cause why the notice and order should be modified or dismissed, or why a variance should be granted. The failure of the appellant or his representative to appear and present his position at the hearing shall be grounds for dismissal of the request.

Any party entitled to appeal a decision of the Board may appeal to the Court of Common Pleas in which the premises are located as permitted by Ohio Revised Code Chapters 2505 and 2506.

§_____ Disclaimer of liability.

A certificate of registration is not a warranty or guarantee that there are no defects in a rental dwelling unit and the City shall not be held liable to any person for the condition of the property.

§_____ Saving clause.

All proceedings pending and all rights and liabilities existing and acquired or incurred at the effective date of this chapter are saved and may be consummated according to the law in force when they were commenced.

§_____ Validity.

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the chapter as a whole or any part thereof other than the part declared invalid.

§_____ Penalties.

A. Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the fourth degree. Each separate violation shall constitute a separate offense, and a separate offense shall be deemed committed for each day during or on which a violation or non-compliance occurs or continues.

B. The imposition of any penalty shall not preclude the City from instituting any appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a dwelling, building, structure or premises; or to require compliance with the provisions of this chapter of other applicable laws, ordinances, rules or regulations or with the orders or determination of the Designated City Official.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 8, 2018**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE
SOLE PROVIDER OF SOLID WASTE, RECYCLABLE
MATERIALS AND YARD WASTE COLLECTION SERVICES
FOR WASTE GENERATED BY RESIDENTIAL UNITS,
MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN
THE CITY OF REYNOLDSBURG, OHIO.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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The attached contract provides status-quo services for three (3) years at the following prices:

- a. \$16.71 per household per month for 2019 (same as the current contract)
- b. \$17.88 per household per month for 2020
- c. \$19.13 per household per month for 2021

NOTICE OF AWARD

**To: Rumpke of Ohio, Inc.
10795 Hughes Road
Cincinnati, Ohio 45251**

PROJECT DESCRIPTION: The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City-Designated Facilities ("Collection Services").

The term of the Collection Services Agreement shall commence 12:01 a.m., the 1st day of January 2019, and expire at midnight, the 31st day of December, 2021.

The City of Reynoldsburg, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid.

You are required by the Instructions to Bidders to execute the Collection Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Collection Services Agreement within ten (10) days from the date of this Notice of Award, the City will be entitled to consider all of your rights arising out of the acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the City within ten (10) calendar days.

Dated this _____ day of _____, 2018.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this _____ day of _____, 2018.

By: _____

Title: _____

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR
DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE
MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY
OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO**

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within the City of Reynoldsburg, Ohio (the “Collection Agreement”) entered into this ____ day of _____, 2018, is by and between the City of Reynoldsburg, Ohio (the “City”), with its offices located at 7232 E. Main Street, Reynoldsburg, Ohio 43068, and Rumpke of Ohio, Inc. (“Contractor”), an Ohio corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City Facilities and during Special Events located within the City from a single Collection Contractor on an exclusive basis (“Collection Services”); and

WHEREAS, on May 21, 2018, and on May 29, 2018, the City, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2018 Solid Waste Consortium”), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the City and its Residents; and

WHEREAS, following the official opening of the bids by the 2018 Solid Waste Consortium and consideration of bids for Collection Services, the City determined that the Collection Contractor is qualified to provide the Collection Services to the City and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio (“SWACO”); the City has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus, Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the City; and

WHEREAS, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor pursuant to this Collection Agreement; and

WHEREAS, the City and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit G and incorporated by reference; and

WHEREAS, the City and the Collection Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I – DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit A, Defined Terms, which is attached and incorporated by reference.

ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS

- 2.1 **Agreement and Independent Collection Contractor Status.** The City hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City Facilities and during certain Special Events within the City to the Designated Facilities. Except in the event a City implements a Food Waste, Textile, and other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.
- 2.2 **Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for three (3) years, beginning on January 1, 2019, and terminating on December 31, 2021.
- 2.3 **Implementation Plan.** From and after the Effective Date, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Collection Contractor's employees have completed training and driven the City-approved collection routes. The City may incorporate additional time restrictions, notwithstanding section 4.3, such as for major roads during rush hour; (c) that City-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant

of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Collection Contractor-provided collection containers is complete; (e) that the Collection Contractor will deliver the Recyclable Materials to the City's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the City proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III — GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

- 3.1 Delivery to City-Designated Facilities.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, City Facilities and during Special Events located within the City. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the City Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO. The Collection Contractor shall pay to the owner or operator of the City-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and Yard Waste collected by the Collection Contractor and delivered to the City-Designated Facilities. The charge by the City-Designated Facilities shall be limited to the rates and charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste Facility. Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner. The City shall pay the Recyclable Materials processing fees or collect the rebates pursuant to the Alternative Revenue-Sharing Proposal.
- 3.2 Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City, are not clean,

sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City.

- 3.3 Collection Contractor's Office and Telephone.** The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the City, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City. Provided that the City approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 Collection Contractor Ability to Communicate with Vehicles in the Field.** The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the City, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.
- 3.5 Employee Training.** The Collection Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 Recyclable Materials Collection Containers.** The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. The Collection Contractor shall provide each Residential Unit with one (1) eighteen (18) gallon lidded Recyclable Materials collection container at no additional charge, and a second eighteen (18) gallon lidded Recyclable Materials collection container at the request of any Resident. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Collection Contractor may offer to rent an additional 32, 64, or 96 gallon wheeled Recyclable Materials collection container to Residents at the price stated on Exhibit G. In the event the City supplies its Residents with a collection container for Recyclable Materials, the City and the Contractor will coordinate such activity and the Collection Contractor shall continue collection of the materials.
- 3.7 Solid Waste and Yard Waste Collection Containers.** Unless otherwise agreed, Residents shall provide collection containers for Solid Waste and Yard Waste. In the event that the City does not supply collection containers to its Residents, the Collection Contractor may offer to rent Solid Waste collection containers to the Residents at the price stated on Exhibit G. In the event a Resident chooses to rent a collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Collection Contractor-provided collection containers at the price and in the manner stated on the Exhibit G. Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse

to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of City or Collection Contractor provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags approved by the City and SWACO, or in containers clearly identified as containing Yard Waste.

- 3.8 Collection of Bulk Items Included.** The Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. Bulk Items are defined in Exhibit A. Bulk Item collection does not include collection of a Judicial Set-Out Order/Eviction. The Owner of a Residential Unit may contract with any private hauler for collection of Solid Waste resulting from a Judicial Set-Out Order/Eviction or if collected by the Collection Contractor, the Collection Contractor may directly bill the Owner at the bid price stated in Exhibit G(II). Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.
- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the City/Village-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City, the Collection Contractor shall provide a written report to the City of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G.
- 3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Residents City.
- 3.11 Services at City Facilities.** The Collection Contractor shall provide collection containers to the City at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the City at no additional charge, provided that City requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City upon written notice to the Collection Contractor. The Contractor shall provide

Recyclable Material Collection Containers at any location identified on Exhibit E at no additional charge.

- 3.12 Collection at Special Events and Minor Remodeling Projects of City Buildings.** The Collection Contractor shall provide open top roll-off containers of up to forty (40) yards capacity and disposal for Solid Waste and Recyclable Materials upon request of the City for Special Events, in the amount of containers and number of pulls included on attached Exhibit E. In addition, the Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year for no more than two (2) pulls as requested by the City, and collect and dispose the Solid Waste in such additional containers without additional charge. The Collection Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity for the minor remodeling of any City Facility, up to five (5) pulls per year without additional charge.

The Collection Contractor shall provide up to four 30-yard solid waste collection containers, twice per year, for an annual total of eight 30-yard solid waste containers, at no cost to the City for community cleanups. The length of time for a community cleanup may last up to five days. For all of the above services, the Collection Contractor is responsible for the delivery of the containers, pickup of containers after event, transportation of containers to an approved disposal facility, and the costs associated with disposal of the material within the containers. There shall be no costs for the community for this service and the bid price shall include this service.

Additional pulls may be requested at the price indicated on Exhibit G. Unless otherwise agreed in writing, no additional fee shall be charged to the City for these services notwithstanding the frequency of collections that may be required at City Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

- 3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the City, unless the City has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit G(II) hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City Facilities, Residential Units, or Residential Unit Equivalents.
- 3.14 Multi-Family Collection.** The Participating Communities desire to provide recycling opportunities for Multi-Family, as defined in Exhibit A. Pricing options for collection of Recyclable Materials shall be offered to local Multi-Family housing developments. The Collection Contractor is required to provide recycling to Multi-Family housing developments at the bid prices in Bid Form G(II), or lower, and contract directly with those Multi-Family housing developments that voluntarily choose to participate in the program.

ARTICLE IV — COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1 Collection Routes and Day of Collection.** On or before December 1, 2018, the Collection Contractor shall furnish the City, for approval by the City: (a) collection routes consisting of a

route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, and number of Residential Units per route; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the City.) The Collection Contractor shall not change the day of collection without written approval by the City. In the event such a change is approved by the City, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final City-approved Collection Routes.

- 4.2 Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week. In the event the volume of Solid Waste is limited to the Collection Container on the scheduled collection day immediately following the Fourth of July and Christmas Day, the volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited.
- 4.3 Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the City may, at the City's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City for approval by _____. Subsequent notices shall be submitted to the City for approval not later than twenty (20) days prior to mailing to the Residential Units.

The Collection Contractor shall prepare an educational mailer twice a year identifying the Recyclable Materials and Yard Waste acceptable for processing. Such mailer shall be approved by the City and SWACO and following such approval, the Collection Contractor shall deliver the approved mailer to each Residential Unit. The bid price shall include all costs associated with development and distribution of the educational mailer.

- 4.5 Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. In the event the Collection Contractor directly bills the Residents, the City shall not be responsible for the cost of Optional Carry-out Collection Service.
- 4.7 Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this section, the City shall have the right to perform such cleanup services using City employees or other Collection Contractors and withhold release of payment in accordance with Section 6.2.
- 4.8 Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken City/Collection Contractor-provided collection containers provided by the Collection Contractor shall be maintained, repaired and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.
- 4.9 Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag

advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the City with copies of all tags left at each Residential Unit pursuant to this section, or other such notification as agreed to between the City and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City and the Residents receiving the Collection Services.

- 4.10 Conduct of Collection Contractor and Its Employees.** The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by SWACO and the Franklin County District Board of Health. This includes, but is not limited to, SWACO's rules prohibiting Source Separated Recyclable Materials or Source Separated Yard Waste from being comingled with Solid Waste for delivery to the Franklin County Sanitary Landfill. Notwithstanding any deduction pursuant to Section 6.2, any and all violations may be enforced in accordance with Ohio Revised Code Section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. The City may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City.

- 4.11 Daily Reports.** The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the City. This report shall be provided to the City at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the City may agree to utilize a different procedure, provided such agreement is in writing.

- 4.12 Collection Contractor's Response to Complaints.** The City shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the City to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the City at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

- 4.13 Annual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in October of each contract year and provide the survey results to the City and the Solid Waste Authority of Central Ohio no later than November 30th of the survey year. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a recycling container is placed out for collection on a regularly scheduled collection day. The Collection Contractor shall conduct the survey for all residential households in the City during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of the City households. The participation survey shall be conducted during a collection week with regularly scheduled collection days, and shall not be

conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 Performance Assurance.** The Collection Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the City its written response to any such demand. In the event that the City does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the City deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of One Million, Nine Hundred Ninety Five Thousand, One Hundred Seventy Four Dollars (\$1,995,174.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City accepts, in writing, a substitute surety.
- 5.3 Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- 5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City and authorized

to do business in the State of Ohio. The City shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.

5.5 Workers' Compensation Coverage. Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the City satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

5.6 Indemnification. The Collection Contractor shall save, indemnify and hold the City, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

5.7 Environmental Indemnification. The Collection Contractor shall save, indemnify and hold the City, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse

effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This section shall survive expiration or earlier termination of this Agreement.

- 5.8 Indemnity Not Limited.** In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.
- 5.10 Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City.

ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 6.1 Collection Contractor Billings to City and City Payment.** The Collection Contractor shall bill the City for the Collection Services within ten (10) days following the end of the month, and the City shall pay the Collection Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the prices and charges stated in the Exhibit G, increased for additional services requested and approved by the City or reduced by the City as provided in this Collection Agreement. In the event the City reduces payment to the Collection Contractor, in good faith and at its sole discretion, the City will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Collection Contractor disputes the basis for the reduction in payment, the City shall consider the basis for the dispute and may refund any such deduction to the Collection Contractor. However, the City is under no obligation to accept the validity of any such dispute.

The Collection Contractor shall be paid for the number of Residential Units within the City based on the records maintained by the Franklin County Auditor as those parcels are listed on the real property tax duplicate for Franklin County, subject to Section 6.3. As the number of Residential Units being serviced in the City increases or decreases, the Collection Contractor and the City may adjust the number of Residential Units accordingly. Any Optional Services Service Charges must be billed to the Resident or Owner directly, unless the City has otherwise agreed to be responsible for such charges in writing.

6.2 Deductions from Collection Contractor's Invoice for Non-performance.

If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the City performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor the amount of one hundred dollars (\$100.00) per Residential Unit. The remedies available pursuant to this section are in addition to any other remedies available to the City pursuant to this Collection Agreement, and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.

6.3 Unoccupied or Vacant Residential Units. Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the City. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the City that Collection Services is not required at the unoccupied or vacant Residential Unit. The City shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the City or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

6.4 Annual Review of Generation. Annually, the Collection Contractor and the City shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the City and its Residents and delivered to the City-Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase of more than ten percent (10%) in the per household generation of separated Recyclable Materials, the Collection Contractor shall implement changes that will decrease the cost to the City and its Residents and may provide for additional benefits for the City. In the event the City elects Rumpke's Alternative Revenue Sharing Proposal for Recycling Processing, the Collection Contractor may be required to rebate the City, or reduce the per household per month price (if billing the Residential Units directly), an appropriate amount to be addressed in an addendum.

- 6.5 Adjustment for Changes in Cost of Fuel.** Either the Collection Contractor or the City may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City, will result in an adjustment to the Collection Contractor's invoice received by the City or Residential Units. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base bid price per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on June 18, 2018 (\$3.173), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$0.25) per gallon from the base price. Each twenty-five cent incremental (\$0.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City, (including miles traveled on the collection route, and average number of round trips to: the Franklin County Sanitary Landfill, City-Designated Recyclable Materials Facility, and City-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

- 6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill and Yard Waste Services Facilities may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Collection Contractor. The Collection Contractor shall give the City and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

- 6.7 Data Collection and Monthly Reporting.** The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the City: (a) a record of the number of Residential Units within the City collected by the Collection Contractor on each regular collection day; (b) a record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the City pursuant to this Collection Agreement that the Collection Contractor delivers to the City-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the City-Designated Facilities; and (c) a record of each Residential Unit tagged or refused service pursuant to paragraph 4.9 and identification of the unacceptable waste or placement of waste. Upon request of the City, the Collection Contractor shall provide copies of weight receipts and invoices that the Collection Contractor obtains from the City-Designated Facilities. The Collection Contractor shall prepare such records and provide them to the City on a monthly basis.

The Collection Contractor shall also utilize the Re-TRAC™ data management system and report volumes in tons collected of Solid Waste, Yard Waste and Recyclable Materials for the City for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall input such data and provide such data to the City and to SWACO on a monthly basis within thirty (30) days of the close of each month.

- 6.8 Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty (60) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit G. By agreement, either the City or the Collection Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.1 Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the City may terminate the

Collection Agreement in the following manner: the City shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City may terminate this Collection Agreement. Any such termination shall not take effect until the City is able to secure alternate or substitute performance for the Collection Services. The City may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

- 7.2 Surety or City Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.
- 7.3 Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City is able to obtain alternate or substitute service.
- 7.4 Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the City, the City may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

- 7.5 **Termination of City-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain City-Designated Facilities. In the event of termination of an agreement with a City-Designated Facility, and until notification by the City of an alternative facility selected by the City, the Collection Contractor shall be excused from delivering materials to the City-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the City's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate City-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a City-Designated Facility agreement shall be documented and provided to the City. Any additional reasonable costs as determined by the City incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the City obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the City is able to issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

- 8.1 **Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 **Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention _____ (name or title), and to the City, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Collection Contractor arising out of a breach of this Collection Agreement by the City or the Collection Contractor shall be effective unless in writing signed by the City and the Collection Contractor.
- 8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection

Contractor's rights or obligations without the express written consent of the City, which consent may be withheld for any reason or for no reason.

- 8.7 Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City and the Collection Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Collection Agreement on the date set forth above.

City of Reynoldsburg, Ohio

(Signature)

(Printed Name)

(Title)

The Collection Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

Defined Terms

2018 Consortium or 2018 Community Consortium or Gahanna/Reynoldsburg Consortium: collectively, the Cities of Gahanna and Reynoldsburg, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

Bid Bond: a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Collection Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Joint Bid Process.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

Bid Form: the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Collection Services and related services.

Bulk Items: any single item of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances.

Carry-out Collection Services: the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than that defined as Curbside.

City or Township-approved Collection Route(s): the route showing the starting and ending points of collection within the City or Township as approved by each City or Township and the collection routes that the Collection Contractor shall use to provide the Collection Services.

City or Township-Designated Facilities: the facilities where all City or Township-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road, Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, _____, or any other facility designated by a City or Township; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste, Recyclable Materials and/or Yard Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor: the individual or entity selected by a City or Township for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the City or Township.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Municipal Facilities and during Special Events within the City or Township.

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials or Yard Waste placed by the Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by the City or Township.

Designated Facility: the location or facility to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials or Yard Waste based upon agreements between the Participating Communities and such facilities, or SWACO Rules.

Disposal Service: the delivery and acceptance of Solid Waste at the Franklin County Sanitary Landfill (or any in-district transfer station owned and operated by SWACO).

Effective Date: the date of last execution of the Agreement for the Collection Services.

Food Waste: means (i) waste material of plant or animal origin, or a combination thereof, that results from the preparation or processing of food for animal or human consumption, (ii) that is separated by the generator from the municipal solid waste stream, and (iii) managed separately from other solid waste materials, including, but not limited to materials not capable of decomposing to compost. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use.

Franklin County Sanitary Landfill: the location where all Solid Waste must be ultimately delivered according to SWACO Rules, located at 3851 London Groveport Road, Grove City, Ohio, 43123.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

Invitation to Bid: the request of the Participating Communities to secure the Collection Services.

Joint Bid Process: the bidding process for the Collection Services and other optional services of the Participating Communities.

Judicial Set-Out Order/Eviction: When a court or landlord authorizes an eviction, the Residential Unit Owner is responsible for the clean-up of any remaining debris from the street following the eviction or court-ordered twenty-four (24) hour period. The Residential Unit Owner may contract with a private hauler or if collected by the Collection Contractor, the Collection Contractor may directly bill the Residential Unit Owner at the bid price on Exhibit G(II).

Multi-Family: A residential dwelling consisting of four (4) or more units.

Municipal Facilities: City or Township-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreements.

Notice of Award: written notification that a Bid has been accepted by a Participating Community for the Collection Contractor to provide the Collection Services.

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the City/Township is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbons (CFC) removal; and rental or purchase of additional 64 or 96 gallon collection containers.

Owner: the legal titleholder of record of any Residential Unit within the City or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Community or Communities: the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including the Cities of Gahanna and Reynoldsburg.

Performance Bond: the bond insuring performance of the Collection Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Materials or Recyclables: means not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted. Recyclable Materials may include the existing collection containers currently being used by an unknown number of Reynoldsburg Residents.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the City or Township-Designated Facility.

Resident: an adult occupant, Owner or tenant of a Residential Unit.

Residential Unit or Units: all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the City or Township.

Service Charges: the fee charged by the Collection Contractor to an Owner or to a City/Township for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

Solid Waste Authority of Central Ohio, or SWACO: the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during City or Township-identified events listed on Exhibit E, attached to each Participating Community’s Collection Agreement and included in the Bid Documents, including but not limited to City or Township-wide designated clean-up weeks.

Successful Bidder: the Bidder or Bidders each Participating Community concludes has submitted the lowest price and best bid for the Collection Services, receiving a final Notice of Award.

Textile or Other Reusable Items: materials, including but not limited to clothing and other household items, frequently donated or collected for reuse by governmental, non-profit or other private entities.

Transfer Station: either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at 4262 Morse Road, Gahanna, Ohio 43230 and 2566

Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by the Solid Waste Authority of Central Ohio.

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than one-quarter inch in diameter, and similar material.

Yard Waste Services: the acceptance and processing of Yard Waste by composting at a City or Township-Designated Facility.

EXHIBIT B**Workers' Compensation Coverage**

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to City/Township on a going-forward basis as Certificates expire.



Bureau of Workers'
Compensation

30 W. Spring St.
Columbus OH 43215-2256

Governor John R. Kasich
Administrator/CEO Sarah D. Morrison

www.bwc.ohio.gov
1-800-644-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy Number and Employer Name 20005522	Period Specified Below
RUMPKE CONSOLIDATED COMPANIES, INC. 10772 HUGHES RD CINCINNATI, OH 45251-4524	July 01, 2018 to July 01, 2019

Sub(s):

20005522-006 WILLIAM THOMAS GROUP, INC.
20005522-005 RUMPKE WASTE, INC
20005522-004 RUMPKE OF OHIO INC
20005522-003 RUMPKE TRANSPORTATION COMPANY LLC
20005522-001 RUMPKE OF NORTHERN OHIO, INC.
20005522-002 RUMPKE SANITARY LANDFILL, INC.



Waste & Recycling Services

Dorothea Martin - Workers Compensation Administrator

10772 Hughes Road, Cincinnati, Oh 45251
Office: 513.741.2627 • Cell: 513.623.4149
Fax: 513.741.5205
Email: dorothea.martin@rumpke.com
www.rumpke.com



Waste & Recycling Services

Ashlee Essex — Workers Compensation Administrator

10772 Hughes Rd, Cincinnati, Ohio 45251
Office: 1.513.741.2649 • Fax: 513.741.5205
Cell: 513.426.5281
Email: ashlee.essex@rumpke.com
www.rumpke.com

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in the Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

Sarah D. Morrison
Administrator/CEO

BWC-7201
SI-1

EXHIBIT C**Implementation Plan Forms**

Please attach "Certificate of Good Standing" (authorization to do business in the State of Ohio) and Implementation Plan details.



Waste & Recycling Services

Exhibit C Implementation Plan

Collection services will be provided by Rumpke's Columbus, Ohio operation, about which further information may be found in the provided attachments.

Rumpke plans to utilize existing trucks and equipment and obtain additional equipment as necessary to service the community(ies) per the specifications and services identified in the community's selected service option.

If Contractor-Provided and Contractor-Rented Carts of the selected size and specifications are already distributed in the community, they will not be collected and replaced. Continued maintenance and replacements will be offered as needed in accordance with the specifications.

Should additional cart distribution be necessary per the selected service option, it will be coordinated by Rumpke with each community. Rumpke plans to have any additional necessary cart roll-outs performed by the start date of the new contract (Jan. 1, 2019) unless the community prefers and communicates differently, or it is otherwise mutually agreed. Cart rentals will continue to be offered and delivered by Rumpke.

Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.

Materials will be disposed or processed at the facilities referenced in the bid specs and anticipates no significant changes from the routes and destinations currently utilized. Recyclables Materials will be processed at Rumpke's Columbus MRF located at 1191 Fields Avenue, Columbus, OH 43201.

Following the effective date, Rumpke will certify compliance with the following:

- (a) sufficient vehicles, collection containers and equipment to perform
- (b) that Collection Contractor's employees have completed training and driven the City/Township-approved collection routes. The City/Township may incorporate additional time restrictions, notwithstanding section 4.3, such as for major roads during rush hour;
- (c) that City/Township-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers;
- (d) that the delivery of any Collection Contractor-provided collection containers is complete;
- (e) that the Collection Contractor will deliver the Recyclable Materials to the City/Township's Designated Facility for processing (\$0.00 per ton tipping fee in 2019) and implement the implementation plan in year(s) 2020 through 2023, if applicable; and
- (f) that the Collection Contractor has delivered to the City/Township proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied

Rumpke acknowledges all additional requests, deliverables and other items referenced in the Implementation Plan (Section 2.3) and will coordinate specific deadlines or provide additional details related to the plan with each community following the Notice of Award, or before if requested.

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show RUMPKE OF OHIO, INC., an Ohio corporation, Charter No. 1042894, having its principal location in Cincinnati, County of Hamilton, was incorporated on October 15, 1998 and is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 9th day of November, A.D. 2016.*

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

Validation Number: 201631401598

EXHIBIT D**PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township of _____ ("Beneficiary") Beneficiary in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2018, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City/Township-Designated Facilities ("Collection Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2018, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary)

By: _____

(Surety Secretary)

By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____.

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate

Seal)

City of Reynoldsburg, Ohio

No additional fee shall be charged to the City for these services notwithstanding the size, number and location of Collection Containers, the frequency of collections that may be required or the volume or nature of the waste collected.

EXHIBIT F

Insurance Coverage Requirements
 (please attach proof of insurance coverage consistent with below requirements)

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City/Township/Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

EXHIBIT G – BID FORMS – PART II**ADDITIONAL MANDATORY COLLECTION SERVICES**

(Contractors are advised that they shall provide a bid price for the below additional services)

Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services	\$ <u>2.55</u>
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ <u>1.50</u>
Per Residential Unit per month surcharge for performing Carry-Out Collection Services ¹	\$ <u>20.00</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>65.00</u>
Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>36.00</u>
Provision of and each per pull charge for an additional container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>42.00</u>
Provision of and each per pull charge for an additional container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>48.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>435.00</u>

¹ The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).

EXHIBIT G – BID FORMS – PART II**ADDITIONAL MANDATORY COLLECTION SERVICES**

Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>480.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>569.00</u>
Per Residential Unit per month surcharge for the Rental of 48, 64 or 96 gallon Solid Waste or Recyclable Materials Collection Container ²	\$ <u>3.25</u> (96)
	\$ <u>3.25</u> (64)
	\$ <u>3.25</u> (48)
Purchase of 48, 64 or 96 gallon unbranded Solid Waste or Recyclable Materials Collection Containers, and billed to individual Residential Units ³ .	\$ <u>9.00</u> (96)
	\$ <u>9.00</u> (64)
	\$ <u>9.00</u> (48)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	\$ <u>235.00</u>
Per Residential Unit surcharge for delivery of a smaller or larger Collection Container at Resident request after implementation plan expires	\$ <u>25.00</u>
Per Residential Unit per month surcharge fee for maintenance of containers if the carts are supplied by the community.	\$ <u>2.00</u>

² Such bid price is for the **rental** of collection containers that an individual Resident may request in **addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

³ Such bid price is for the **purchase** and collection of collection containers that an individual resident may request in addition to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

EXHIBIT G – BID FORMS – PART II**ADDITIONAL MANDATORY COLLECTION SERVICES**

<u>Additional Recyclable Materials Collection for Municipal Facilities and Special Events</u>	Pulls/Collections Per Week*					
	1	2	3	4	5	6
Container Size						
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	\$ 22.50	\$ 45.00	\$ 67.50	\$ 90.00	\$ 112.50	\$ 135.00
2 to 3 cubic yards	\$ 40.50	\$ 81.00	\$ 121.50	\$ 162.00	\$ 202.50	\$ 243.00
4 cubic yards	\$ 44.93	\$ 89.86	\$ 134.78	\$ 179.71	\$ 224.64	\$ 269.57
6 cubic yards	\$ 67.38	\$ 134.77	\$ 202.15	\$ 269.53	\$ 336.92	\$ 404.31
8 cubic yards	\$ 89.85	\$ 179.69	\$ 269.54	\$ 359.39	\$ 449.24	\$ 539.08
10 cubic yards	\$ 112.31	\$ 224.62	\$ 336.93	\$ 449.24	\$ 561.56	\$ 673.87
6-cubic yd. compactors	\$ 202.16	\$ 404.32	\$ 606.47	\$ 808.63	\$ 1,010.79	\$ 1,212.95
8-cubic yd. compactors	\$ 269.55	\$ 539.10	\$ 808.65	\$ 1,078.20	\$ 1,347.75	\$ 1,617.30
30-cubic yd compactors	\$ 2,570.40	\$ 4,780.80	\$ 6,991.20	\$ 9,201.60	\$ 11,412.00	\$ 13,622.40
35-cubic yd compactors	\$ 2,606.40	\$ 4,852.80	\$ 7,099.20	\$ 9,345.60	\$ 11,592.00	\$ 13,838.40

Note: All bids shall be submitted in dollar amounts and include any and all costs of disposal and processing. There shall be no rental fee or any charge for provision of the container or compactor.

Attachment: Reynoldsburg Collection Agreement with Exhibits (Collection, Transportation, and Delivery for Disposal of Waste and

EXHIBIT G – BID FORMS – PART II
ADDITIONAL OPTIONAL COLLECTION SERVICES

<u>Recyclable Materials</u> <u>Collection for</u> <u>Multi-Family*</u>	Pulls/Collections Per Week*					
Container Size	1	2	3	4	5	6
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	\$ 31.50	\$ 63.00	\$ 94.50	\$ 126.00	\$ 157.60	\$ 189.00
2 to 3 cubic yards	\$ 40.50	\$ 81.00	\$ 121.50	\$ 162.00	\$ 202.50	\$ 243.00
4 cubic yards	\$ 44.93	\$ 89.86	\$ 134.78	\$ 179.71	\$ 224.64	\$ 269.57
6 cubic yards	\$ 67.38	\$ 134.77	\$ 202.15	\$ 269.53	\$ 336.92	\$ 404.30
8 cubic yards	\$ 89.85	\$ 179.69	\$ 269.54	\$ 359.39	\$ 449.24	\$ 539.08
10 cubic yards	\$ 112.31	\$ 224.62	\$ 336.93	\$ 449.24	\$ 561.56	\$ 673.87
6-cubic yd. compactors	\$ 202.16	\$ 404.32	\$ 606.47	\$ 808.63	\$1,010.79	\$ 1,212.95
8-cubic yd. compactors	\$ 269.55	\$ 539.10	\$ 808.65	\$ 1,078.20	\$1,347.75	\$ 1,617.30
30-cubic yd compactors	\$ 2,570.40	\$ 4,780.80	\$ 6,991.20	\$ 9,201.60	\$11,412.00	\$13,622.40
35-cubic yd compactors	\$ 2,606.40	\$ 4,852.80	\$ 7,099.20	\$ 9,345.60	\$11,592.00	\$13,838.40

*While not as an exclusive hauler, such pricing shall be made available to Multi-Family, as defined in Exhibit A.

Bid Clarifications

The following applies to all submissions from Rumpke, including base bids and alternate bids:

Rumpke's submission takes exception to Section 5.10 Covenant Not to Sue, which states "During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City/Township or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City/Township."

The prices, terms and other items submitted are specific to the costs, resources and requirements of providing the given services to one or more of the communities, as specified in the Bid Documents or Rumpke's alternate bid(s), and are therefore extended only to the specified community or communities by way of our submission. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities, townships and villages located within or adjacent to SWACO's district if they should wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation under the same prices, terms and services, in accordance with Ohio Revised Code Section 9.48.

Any alternate bid submitted by Rumpke contains pricing and terms applicable to the specified community only. Rumpke reserves the right to accept or deny the participation of any unspecified community or entity under the same prices, terms and services in accordance with Ohio Revised Code Section 9.48.

Pricing does not include services required to properly manage delivered materials that are not accepted as Recyclable Materials or are not processable at Rumpke's MRF (Fields Avenue). When the allocation percentage of Residuals hinders or prohibits the processing of delivered materials, as reported by Rumpke's MRF, the Collection Contractor reserves the right to pass through any charges imposed by the Recycling Services Contractor in accordance with the Recycling Services bid for transportation, disposal, material handling and other costs incurred to properly manage the materials obtained.

For communities that, per Addendum 2, intend to continue handling billing and going forward in 2020, paying for any Recycling Processing costs, the bid price provided does not include any consideration of Recycling Processing fees.

For communities that, per Addendum 2, intend to have the Collection Contractor bill the Residential Units in the community and in years 2-5 of the contract, pay for the Recycling Processing fees and pass through the cost of Recycling Processing and collect as a line item on the bills the Residential Units, the following is assumed:

- 1) The bid price provided does not include any consideration of Recycling Processing fees. The additional charge for recycling will depend on the tonnage generated, the number of households and the recycling processing option chosen (\$35.00 per ton, or the Rumpke Alternative Recyclable Materials Revenue Sharing Proposal).
- 2) Billing arrangements and pass-through protocols will be discussed and mutually agreed upon by the community and the Collection Contractor in alignment with the Collection Contractor's existing billing capabilities and accounting policies and in consideration of bid prices.

Alternate Bid #2: Reynoldsburg

Status Quo Service

Includes Current Services, Carts & Rental Options

3-Year Term

Monthly Service Rates & Inclusions				
3-Year Term	2019	2020	2021	2022-23
Base Rate	\$ 16.71	\$ 17.88	\$ 19.13	*
Weekly trash, recycling and yard waste service with the currently distributed Contractor-Provided Cart(s), if any. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and 65 or 95-Gallon Recycling Carts offered by the Contractor for rent at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Bulk items will be collected weekly on the trash service day. Support is asked to improve advanced scheduling for bulk items.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: Approved personal or Contractor-Rented containers and/or personal bags may be used for material that does not fit inside the Contractor-Provided cart. Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.

See Bid Clarifications for applicable clarifications.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **October 8, 2018**

TO: **Public Service and Transportation Committee**

RE: An Ordinance to Vacate Easements Over Property Located at 7309 and
7311 Livingston Avenue

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
---------------------------	-----------------------	---------------

To vacate current permanent easement for Columbus Metropolitan Parks District at 7309 and 7311 Livingston Ave Reynoldsburg, Ohio 43068, from Franklin County Records office Volume 3250 Page 201.

Water and sewer main line easement and make it a Private Master Meter service system to the Golf Course and Parks District.

At there cost they, will construct and build a Master Meter Vault on the current 6" Water line at the right of way along Livingston Ave, and make the 8" Sewer Main at the right of way at Livingston Ave all private.

The City's water and sewer responsibility will stop at the right of way

Vacating Water and Sewer easement for the Columbus Metropolitan Park District at 7309 & 7311 Livingston Ave. Purpose is to place a water meter vault at the Water Main at the right of way and add a Master Meter and make the current water line and sewer line from the Right of Way a private water main and sewer main system.

Benefits to vacating permanent easement, age of infrastructure, cost to repairing or replacing said infrastructure, revenue from capacity fee's would not cover cost to repair and restorations, long term overall savings, and city would benefit from additonal revenue with a master meter.

RECORD OF ORDINANCES

National Graphics Corp., Cels., O.

Form No. 2808-A

Ordinance No. 84-72 Passed July 24 1972

ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ACCEPT RECORDED DEEDS OF EASEMENT

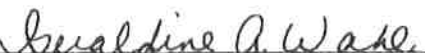
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

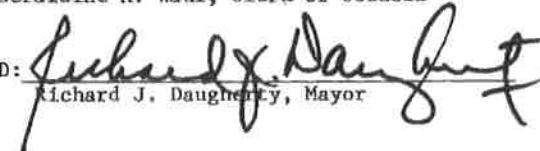
SECTION 1. That the Director of Public Service be and he is hereby authorized and directed to accept on behalf of the City of Reynoldsburg, the following recorded deed of easement granted to lay, maintain, operate, repair and remove underground pipe for the transmission of water including such meter chambers and valves as are necessary for this purpose, under and through said tract:

Deed of Easement - Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District of Columbus, Franklin County, recorded in Deed Volume 3250, Page 201, Franklin County Recorder's Office.

SECTION 2. That this ordinance shall take effect and be in force at the earliest period allowed by law.

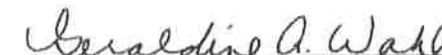

Melvin Clemens, President of Council

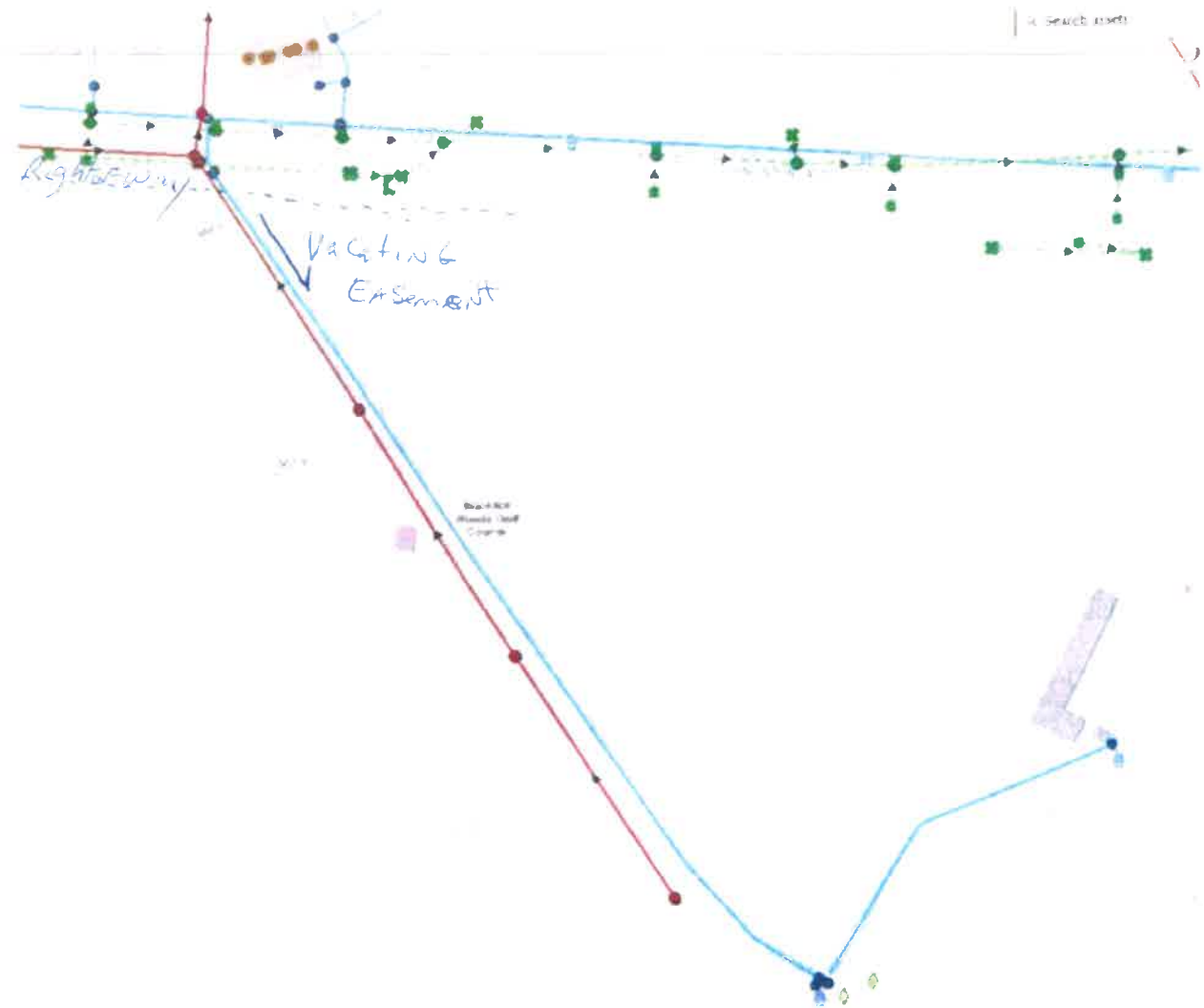
ATTEST: 
Geraldine A. Wahl, Clerk of Council

APPROVED: 
Richard J. Daugherty, Mayor

C E R T I F I C A T E

I, Geraldine A. Wahl, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify that the foregoing is a true and correct copy of Ordinance No. 84-72 as passed by the Council of said City on the 24th day of July, 1972 and as recorded in the Record of Proceedings of said Council.


Geraldine A. Wahl, Clerk of Council





532500095

VOL 3250 PAGE 201

EASEMENT

17232

In consideration of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, the Columbus and Franklin County Metropolitan Park District, pursuant to a resolution adopted by the Board of Park Commissioners, does hereby grant to the City of Reynoldsburg, Ohio, its successors and assigns, the right and easement to lay, maintain, operate, repair and remove underground pipe for the transmission of water including such meter chambers and valves as are necessary for this purpose, under and through the following described real property, to-wit:

Situate in the County of Franklin, State of Ohio, City of Reynoldsburg, Ohio, being located in Section 18, Township 16, Range 20, Refugee Lands, and being strips of land ten (10) feet in width across the tracts conveyed to "BOARD OF PARK COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT," said strips to be the areas designated "10' Easement" on the attached plan (made a part hereof) entitled "PRIVATE WATER IMPROVEMENT NO. 201, STONEYCREEK GOLF COURSE," which plan is also on file in the office of the Director of Public Service of the City of Reynoldsburg, Ohio.

IN WITNESS WHEREOF, the said Edward F. Hutchins, Director-Secretary of the Columbus and Franklin County Metropolitan Park District, had hereunto set his hand this 28th day of June, 1972 A.D.

Signed and acknowledged in the presence of:

Columbus and Franklin County Metropolitan Park District

Robert W. Lee

James C. Dwyer

STATE OF OHIO)
COUNTY OF FRANKLIN) SS

By: Edward F. Hutchins
Edward F. Hutchins, Director-Secretary

TRANSFER
NOT NECESSARY
JUL 3 1972
ARCH J. WARREN
AUDITOR
FRANKLIN COUNTY, OHIO



BE IT REMEMBERED, That on this 28th day of June, 1972, before me the subscriber, a Notary Public in and for the said County, personally came the above named Edward F. Hutchins, Director Secretary of the "BOARD OF PARK COMMISSIONERS OF THE COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT," the Grantor in the foregoing Easement, acknowledged that he did sign the same as an officer of said Board pursuant to a Resolution adopted by said Board, and that the execution was his own act and deed and the free act and deed of said Board.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year first aforesaid.



John A. Metzger
Notary Public

Columbus, Ohio

Received JUL 3 - 1972 11:45 A.M.
Recorded JUL 6 - 1972 19 In Franklin County
JAMES A. SCHAEFER, Recorder

Recorder's Fee \$ 2.00

CITY OF REYNOLDSBURG, OHIO
PRIVATE SEWER IMPROVEMENT NO. 192
STONEY CREEK GOLF COURSE
COLUMBUS METROPOLITAN PARK DISTRICT

GENERAL NOTES

All workmanship and materials shall conform to the current specifications of the City of Reynoldsburg, Ohio.

The Contractor shall investigate and locate all existing utilities prior to construction.

The Contractor shall obtain all necessary permits. All necessary permits and licenses shall be obtained from the office of the Director of Public Service, City of Reynoldsburg, Ohio, prior to construction.

The Contractor's specific attention is directed to the requirements of the exfiltration test as specified by the City of Reynoldsburg, Ohio.

All sewer pipe shall be laid with stone or gravel backing as shown on Standard Construction Drawing R-1.

Pipe for all 6" services shall be Vitrified Clay Pipe with Compression Type Joints. Services are subject to the exfiltration test.

The minimum requirements for sewer pipe with 12-feet or less of cover shall be standard strength clay pipe C13-65T or asbestos cement sewer pipe C428-65T, Class 1500 or non reinforced concrete pipe C14-65.

The minimum requirements for sewer pipe with more than 12-feet of cover shall be extra strength clay pipe C200-65T or asbestos cement sewer pipe C428-65T, Class 2400 or extra strength non-reinforced concrete pipe C14-65.

Approved Y-Poles made of 2"x2" lumber shall be furnished and placed at all Y-branches and at the end of extended services. The cost of this work shall be included in the price bid for the sewer items.

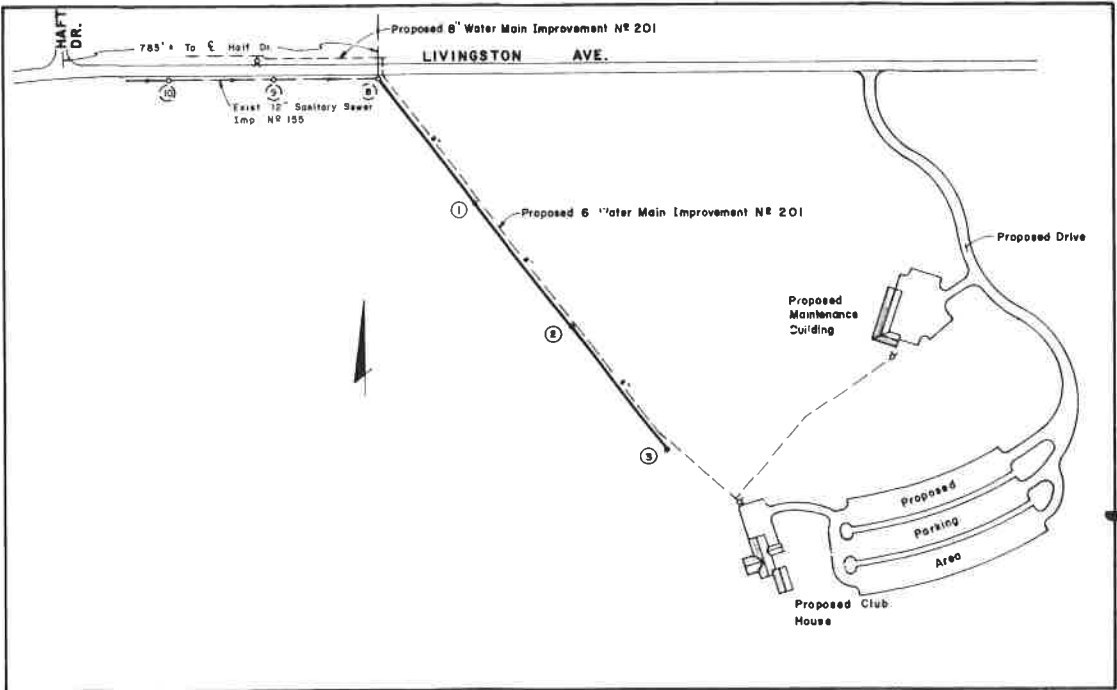
Risers shall be placed on wyes as directed by the Engineer.

Where the sewers are within or cross proposed pavement areas, the trench shall be backfilled with an approved granular material. The cost of this work to be included in the price bid for sewer pipe.

Manhole tops shall be built or subsequently adjusted to meet surface grades established for the development. Cost of this work to be included in the price bid for the various sewer items.

Roof Drains, Foundation Drains and other clean Water Connections to the Sanitary Sewer System are prohibited on this project.

The Contractor and Subcontractor shall comply with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.



LOCATION MAP
SCALE - 1" = 200'

CITY OF REYNOLDSBURG STANDARD CONSTRUCTION DRAWINGS

Dimensions for Pipe Sewer R-1
Cast Iron Top for Standard Manhole R-8
Precast Concrete Pipe Manhole R-38

ESTIMATE OF QUANTITIES		
DESCRIPTION	QUANTITY	UNIT
8" Sanitary Sewer (Extra Strength)	1155	Lin. Ft.
Precast Concrete Pipe Manholes	3	Each

ASBESTOS CEMENT PIPE USED

B.M. - Spike south side of utility pole N° 211A217 north side Livingston Ave. opposite existing manhole N° 8.
Elev. 865.50

PREPARED BY
EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS

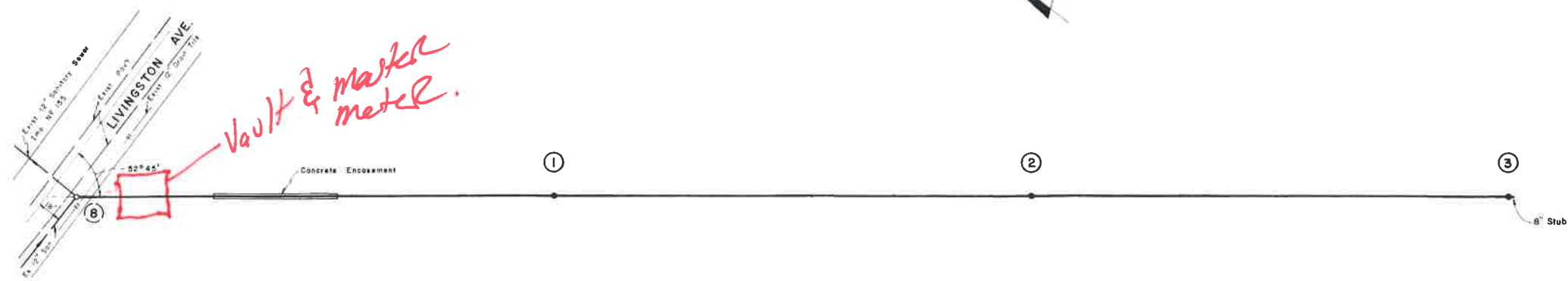
By *Harold L. Jett* 12-27-71
Registered Engineer Date

Approved this 28th day of December, 1971

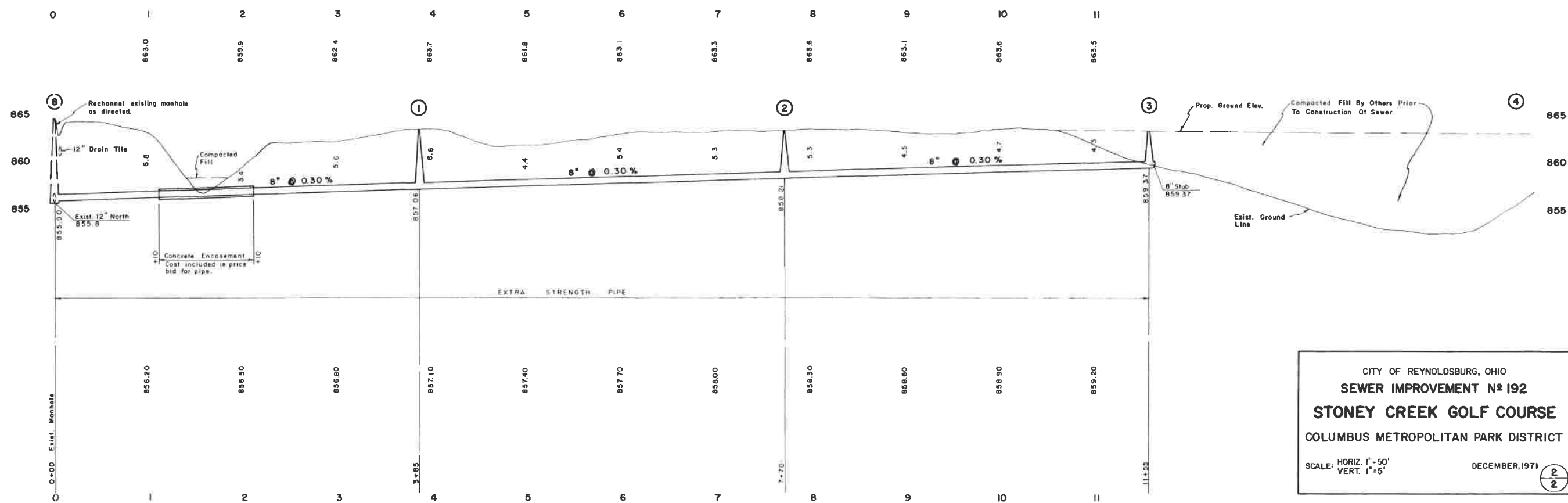
[Signature]
EVANS, MECHWART, HAMBLETON & TILTON, INC.
City Engineer

Approved this 28th day of December, 1971

[Signature]
DIRECTOR OF PUBLIC SERVICE
City of Reynoldsburg, Ohio



NOTE Re: EMBANKMENT
The proposed embankment shall be constructed to an elevation of least 2 feet above the top of the proposed pipe PRIOR to trenching for the sanitary sewer. All such embankment shall meet the requirements of Item 203 of the Ohio Department of Highways Specifications.



CITY OF REYNOLDSBURG, OHIO
SEWER IMPROVEMENT N^o 192
STONEY CREEK GOLF COURSE
COLUMBUS METROPOLITAN PARK DISTRICT
SCALE: HORIZ. 1"=50'
VERT. 1"=5'
DECEMBER, 1971

2
2

Revised as Constructed August, 1972

681