



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
www.ci.reynoldsburg.oh.us

April Beggerow
614-322-6836

Monday, September 24, 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 10, 2018

4. NEW LEGISLATION/DISCUSSION ITEMS

- 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.

5. LEGISLATION FOR SECOND READING

- a. AN ORDINANCE TO VACATE EASEMENTS OVER PROPERTY LOCATED AT 7309 AND 7311 LIVINGSTON AVENUE (First Reading 9/10/2018).

6. LEGISLATION FOR THIRD READING

- a. 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. (Second Reading 3/26/2018; Planning Commission 9/6/2018 3 affirmative 1 abstain).

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 September 10, 2018

Ward 2 Councilmember Brett Luzader called the meeting to order at 7:41 PM

Call to Order - Roll Call

PRESENT: Luzader, Baker, Skinner, Joseph

ABSENT: Bryant

Approval of Agenda

Agenda stands approved

Approval of Minutes

a. Public Service and Transportation Committee – Committee Meeting – July 23, 2018

RESULT:	ACCEPTED
----------------	-----------------

NEW LEGISLATION/DISCUSSION ITEMS

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

Mr. Hellman: Thank you Chairmen Luzader and respective council members. This is for the removal of the water. It not to take the water line out its just to turn it over to Parks and Rec. and Metro Parks. Or I'm sorry, Metro Parks and the golf course. By doing this it allows us to save on future infrastructure repairs. That line is relatively old.

Mr. Luzader: And your going to put a meter pit in also?

Mr. Hellman: Yes, that is at their request and their cost.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/10/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Skinner	
ABSENT:	Bryant	

LEGISLATION FOR THIRD READING

86-18

ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR ROADWAY IMPROVEMENTS TO PALMER ROAD; APPROPRIATING FUNDS THEREFORE. --- Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Sep 10, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 September 10, 2018

Mr. Luzader: I think we all know Palmer Road is in pretty bad shape and its needed.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/10/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Skinner	
ABSENT:	Bryant	

Minutes Acceptance: Minutes of Sep 10, 2018 7:32 PM (Approval of Minutes)

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

DATE: September 24, 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
---------------------------	-----------------------	----------------------------

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

Approximate annual volume (by ton) of:

Solid Waste	= 10,098
Recyclable Materials	= 1,872
Yard Waste	= 1,911

Entity that performs billing services: City of Reynoldsburg

The Contractor shall provide a four (4) cubic yard container with service to the City twice a week at the following locations at no charge:

- a) City Municipal Building / Police Station Complex
- b) Senior Citizen Center
- c) Street Department Complex
- d) Water / Wastewater Complex
- e) Livingston House

The Contractor shall also provide a four (4) cubic yard container at Civic Park with weekly collection from March to November.

The Contractor shall provide four (4) cubic yard containers for Recyclable Materials at each of the above mentioned facilities with collection twice per week at the City Municipal Building / Police Station Complex, and once per week at all other facilities. In addition, the Contractor shall provide collection service on the same day as the Residential Collection within the City for the City-owned collection containers located on Main Street between the Western corporation limits of the City to Waggoner Road at no charge.

The Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity at no charge upon request of the Safety / Service Director for the following Special Events: 1) Tomato Festival; 2) Spring Clean-up Week (six (6) open top roll-off containers provided for one week); 3) Farmers Market; 4) Taste of Reynoldsburg; 5) 4th of July. The Contractor shall provide Collection Services up to 5 pulls per Special Event. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

The Contractor shall provide open top roll-off containers and Collection Services for the minor remodeling of any Municipal Facility, up to five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

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	\$ 539.09
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: September 24, 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

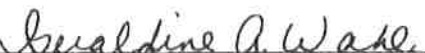
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

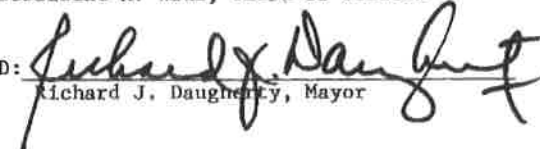
SECTION 1. That the Director of Public Service be and he is hereby authorized and directed to accept on behalf of the City of Reynoldsburg, the following recorded deed of easement granted to lay, maintain, operate, repair and remove underground pipe for the transmission of water including such meter 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.

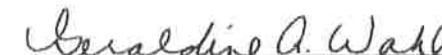

Melvin Clemens, President of Council

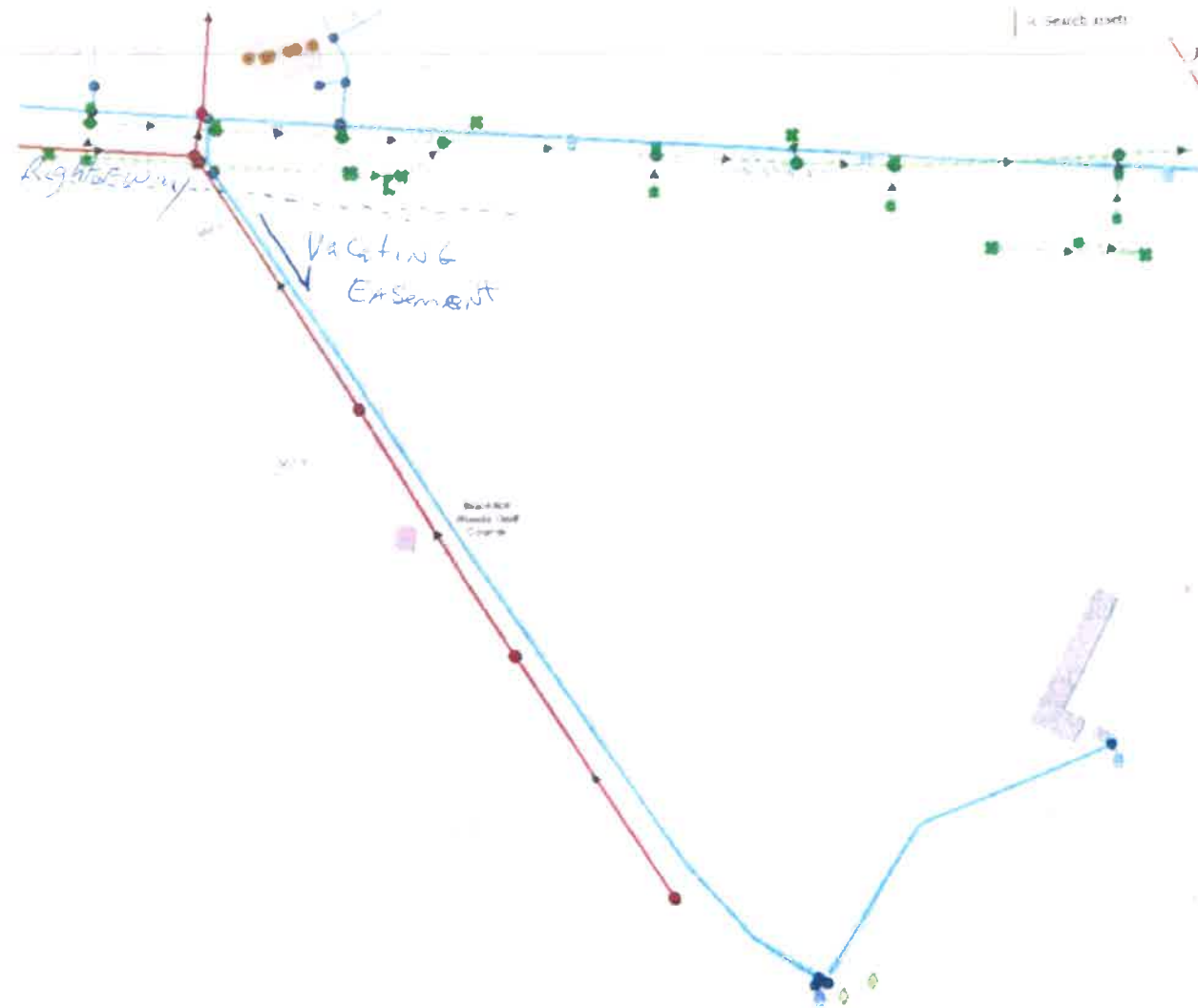
ATTEST: 
Geraldine A. Wahl, Clerk of Council

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



John A. Metzger

Commission Expires

11/2/74

Received JUL 3 - 1972

Recorded JUL 6 - 1972

1972 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.

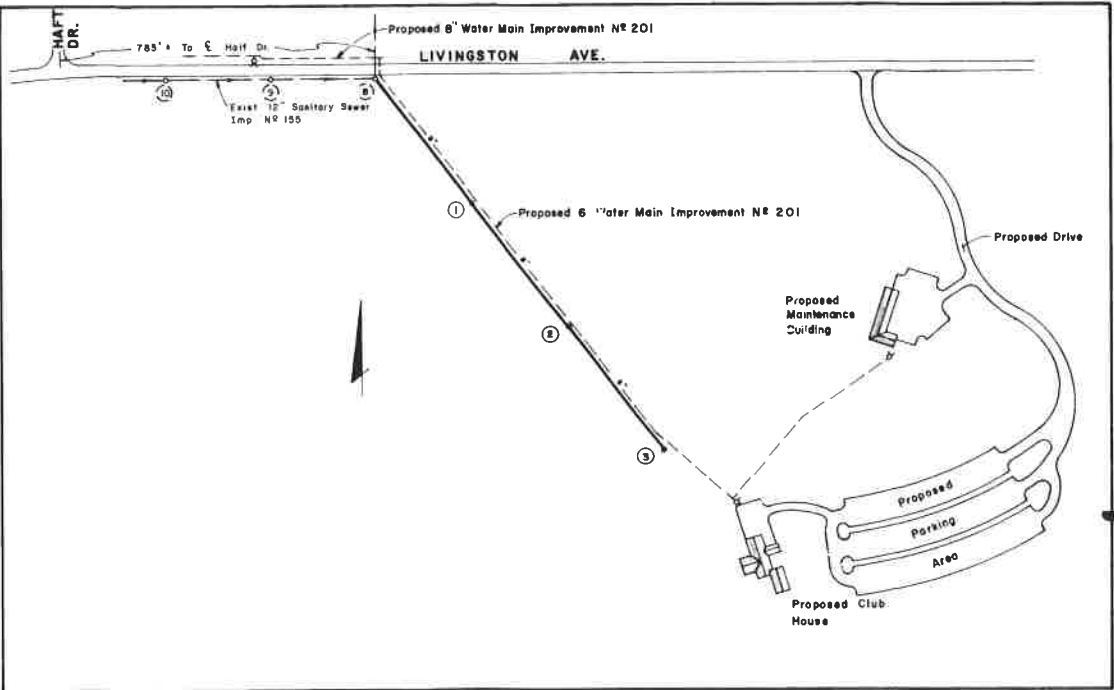
Risers shall be placed on wyes as directed by the Engineer.

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

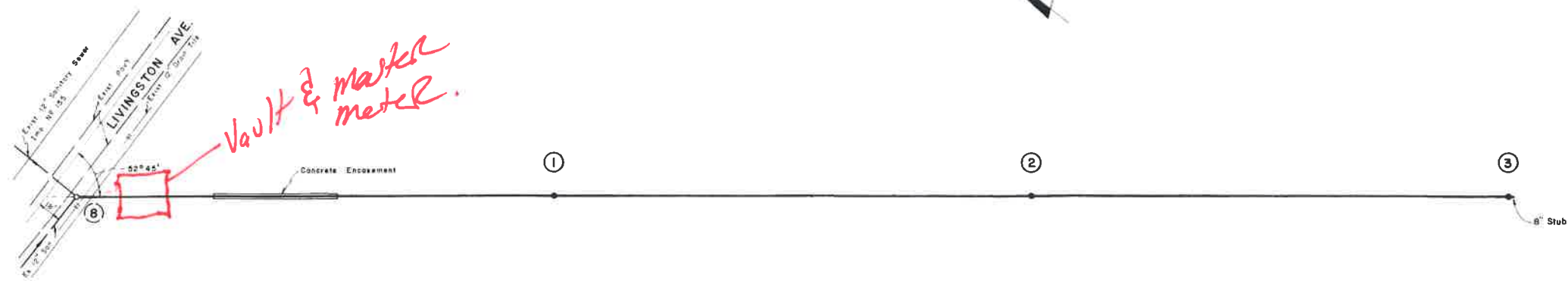
By *Harold L. Jett* 12-27-71
Registered Engineer Date

Approved this 28th day of December, 1971

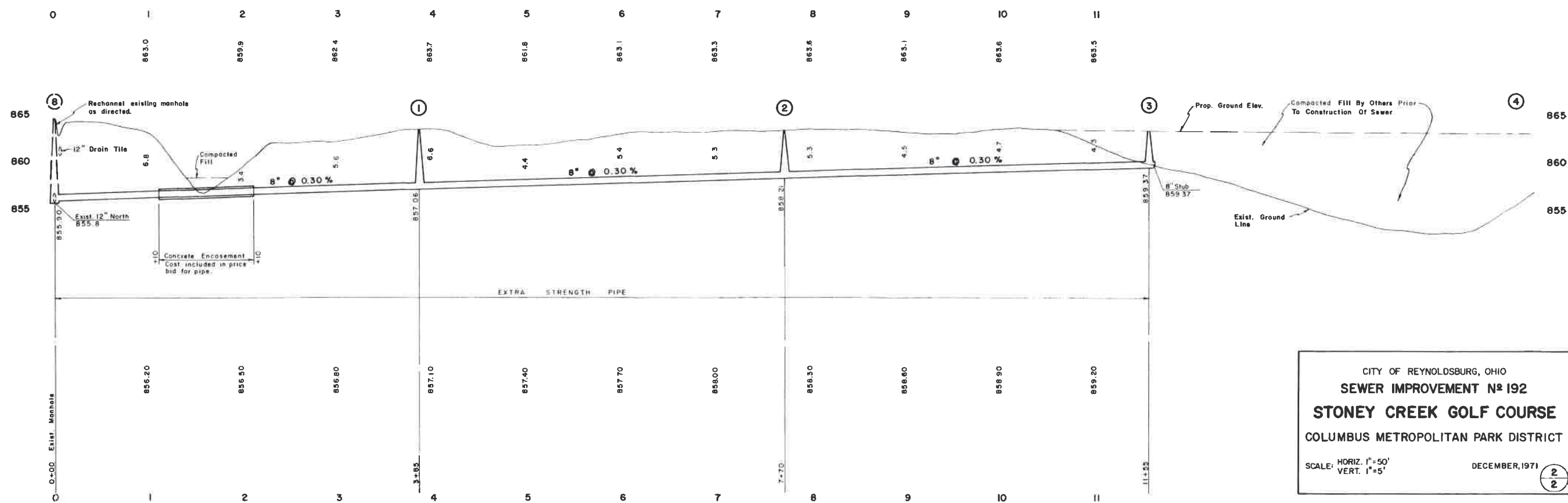
John Hambleton
EVANS, MECHWART, HAMBLETON & TILTON, INC.
City Engineer

Approved this 28th day of December, 1971

Shirley E. Laird
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

Development Department

Eric Snowden

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6829 Phone

ORDINANCE REQUEST

DATE: September 24, 2018

TO: Public Service and Transportation Committee

RE: 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.

Approval:

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

See attached application.

THE PARKER

Planned Neighborhood Development District
Revised Exhibits
Taylor Road and East Main Street
City of Reynoldsburg, Ohio
August 30, 2018

Attachment: The Parker_8.30.18 (Rezoning App. #181277 - 9366/9370 Taylor Road SW, Metro Dev)

Rezoning Text
Planned Neighborhood Development District
24.3 Acre Tract, West side of Taylor Road, North of E. Main Street

EXISTING ZONING: CC Community Commerce District & AR 2 Multiple Family Residence District

PROPOSED ZONING: PND Planned Neighborhood Development District

EXISTING PROPERTY ADDRESS(s): 9366 & 9370 Taylor Road, 8700 Taylor Chase Blvd.

EXISTING PARCEL ID: 2005120800038955, 201006090010881, 187-0235

CURRENT OWNER: Murphy Development Co., Taylor Chase LLC

APPLICANT: Metro Development LLC

APPLICATION NUMBER: #181277

1. INTRODUCTION/NARRATIVE:

Metro Development LLC, (the Applicant), is seeking consideration for the approval of a proposed development consisting of multi-family dwellings, clubhouse and pool, and associated garages, as well as open space for the project residents. The existing 24.3 acres site is currently used for agriculture, and consists of several single-family homes, barns, as well as a slab for an unfinished condominium building. These structures and building pad shall be removed from the property as it is developed.

The applicant proposes to zone the site to Planned Neighborhood Development. The site is currently under 2 zoning designations: AR-2 Multiple Family Residence, as well as CC Community Commerce District.

The surrounding zoning districts are AR-2 Apartment Residence District to the north, R-3 Single Family Residence District to the west, and CC Community Commerce District to the south. To the east is undeveloped land in Etna Township, under township rural zoning district.

The project will consist of 192 dwelling units, 48 units will be 1-bedroom units, and 144 units will be 2-bedroom units. There will be 409 parking spaces, of which 60 will be in enclosed garages. Trash service will be provided with a centrally located compactor. A clubhouse with theatre, coffee bar, resident 'office' area, gathering space for resident activities, outdoor pool and grill areas shall be provided. A dog park shall be provided in the large green to the south of the project, as well as a walking path in the large open space to the north for residents of this developments use. Significant buffering is provided to the west between the proposed multifamily buildings and existing single family, as well as to the north adjacent the existing condominiums and single family. A preservation zone is located along the southern boundary to protect the existing trees and stream buffer between the proposed use and the Kroger store to the south.

The project will be developed as one phase. With the clubhouse being constructed first and individual buildings following. Residents will move in as buildings are completed.

2. PROPOSED CHARACTER OF THE PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT

All buildings shall be designed to complement the surrounding architecture. Sloped roofs and residential materials, including a mix of brick and stone, min. .044 mil vinyl horizontal, shake and vertical siding, and dimensional asphalt shingles will provide a residential quality that will enhance the adjacent residential neighborhoods. All landscaping

will meet the requirements as outlined in Chapter 1180 of the Zoning Code. The details of the proposed modifications are outlined below.

Per Section 1151.07 of the Zoning Code, the development plan shall be considered part of the official Zoning Map and a supplement to the Zoning Code for the lot.

3. ZONING SUMMARY

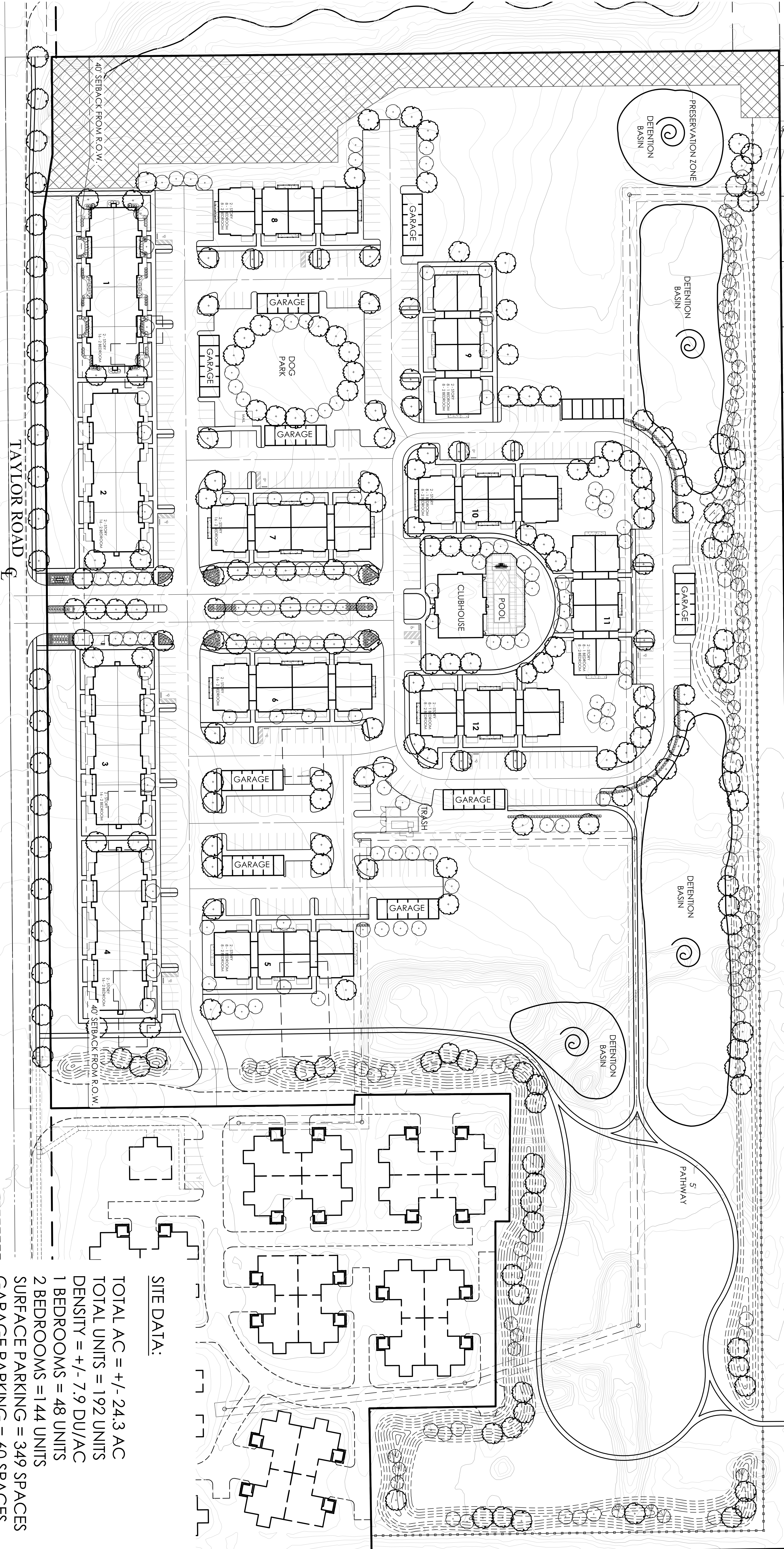
The proposed development shall comply with the zoning regulations as outlined in this text. Where not specifically identified within this text, the project shall comply with any general regulations of the Zoning Code.

Development Standards	Required / Allowed	Proposed	At Variance with Standards/Regulations
Permitted Use in Planned Neighborhood Development District 1183.04(a):	Single family dwelling; two-family dwelling; multiple family dwellings; public uses, semi-public uses, public service facility; accessory use, essential services; residential care facilities; non-commercial recreational uses.	Multiple Family Dwellings	No
Max. Density of Dwelling Units 1183.04(b)	Shall not exceed 5 units per acre in the district and not 10 units per acre in any part of the district.	Total District: 7.9 du/ac	Yes
Front Setback 1175.06 (a)	Major Arterial: 40 feet (Taylor Road)	40 feet	No
Side and Rear Yard Setbacks	N/A	65' south, 95' west, 100' to condominium north	No
Yards Between Multiple Family Dwellings 1175.09	20' min. between end wall to end wall, end wall to main wall, and 50' min from main wall to main wall	20' min	No
Lot Area per Dwelling	N/A	5,515 sf/unit	No
Building Height	N/A	32'-3" – 2 Story 36'-7" – clubhouse	No
Maximum Lot Coverage by building and Decks	N/A	Lot Coverage: 15%	No
Floor Area Requirements for Dwellings	N/A	675 sf -1 bed 933 sf -2 bed	No
Signage		One ground sign per sub-area shall be permitted along the primary and secondary frontages, and shall be approved in accordance with the procedures of Chapter 1181 of the Zoning Code.	No
Parking – Table 1179	2 spaces per unit	384 required 349 surface and 60 garage spaces provided	Yes
Open Space-1183.04	30%	57.3%	No

4. INTENDED AGREEMENTS, PROVISIONS AND COVENANTS.

If the application for a zoning district change is approved, the owner of the applicant will enter into the necessary easements and agreements, to be recorded against the property records, based upon the needs of the proposed development.

The applicant is in conversations with the neighborhood groups to the west and north. Agreements have been made to establish a 60' setback from the lot line for retention ponds, and a 30' setback from the lot line for mounding, in order to preserve the existing tree line to the west. Mounding will be provided along the northern single family as well as the condominium development, with breaks as needed to allow for proper water drainage. A 4' open style fence is proposed with a 30' setback off the lot line at the base of the proposed mounding to the west and along the property line to the north adjacent the single family. Existing trees that are dead or in poor condition, and undesirable underbrush shall be removed from the existing tree line in both locations. These commitments are reflected on the development plan. Additionally, fees in lieu of onsite park land improvements will be paid to Reynoldsburg for needed improvements to existing parklands in the nearby area.



SITE DATA:

TOTAL AC = +/- 24.3 AC
TOTAL UNITS = 192 UNITS
DENSITY = +/- 7.9 DU/AC
1 BEDROOMS = 48 UNITS
2 BEDROOMS = 144 UNITS
SURFACE PARKING = 349 SPACES
GARAGE PARKING = 60 SPACES
TOTAL PARKING = 409 SPACES (2.1/UNIT)

SITE PLAN

THE PARKER

PREPARED FOR METRO DEVELOPMENT

DATE: 8/30/2018

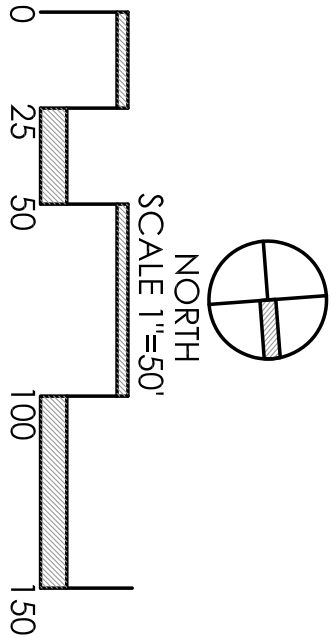
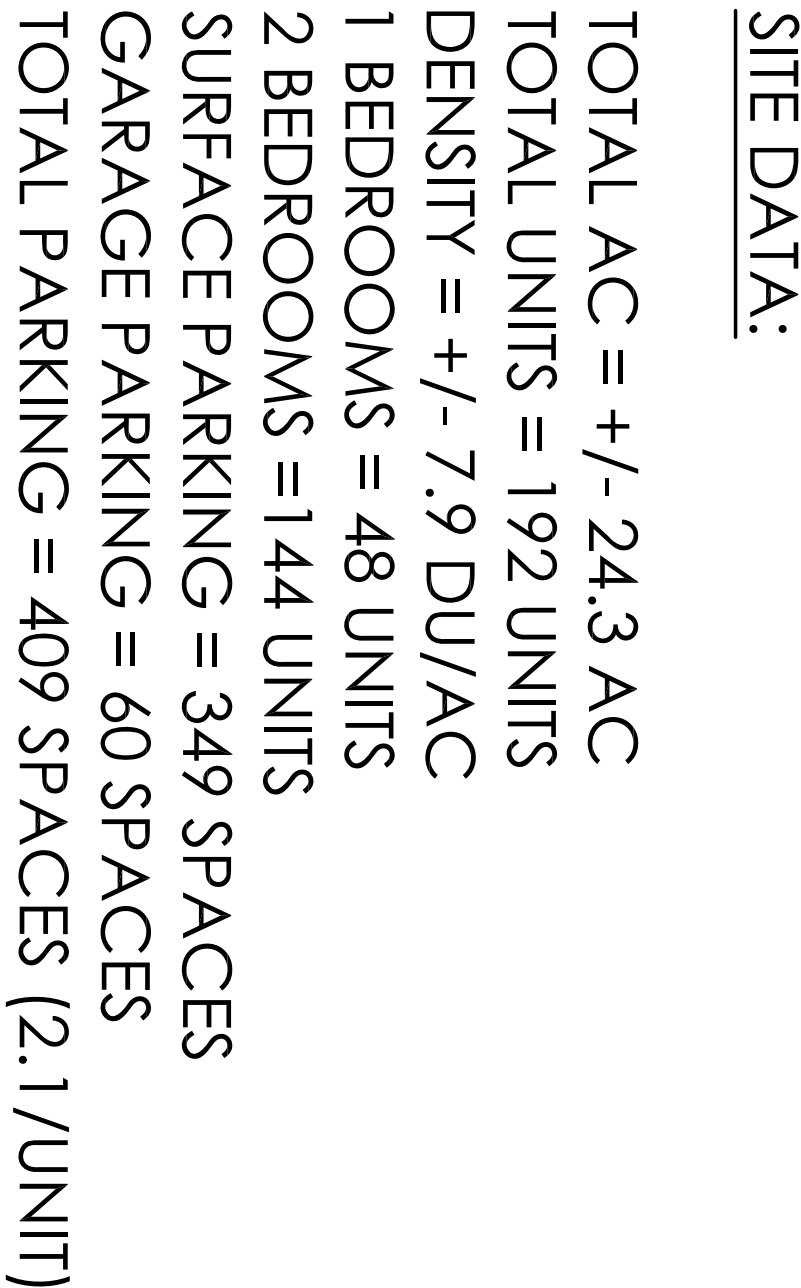
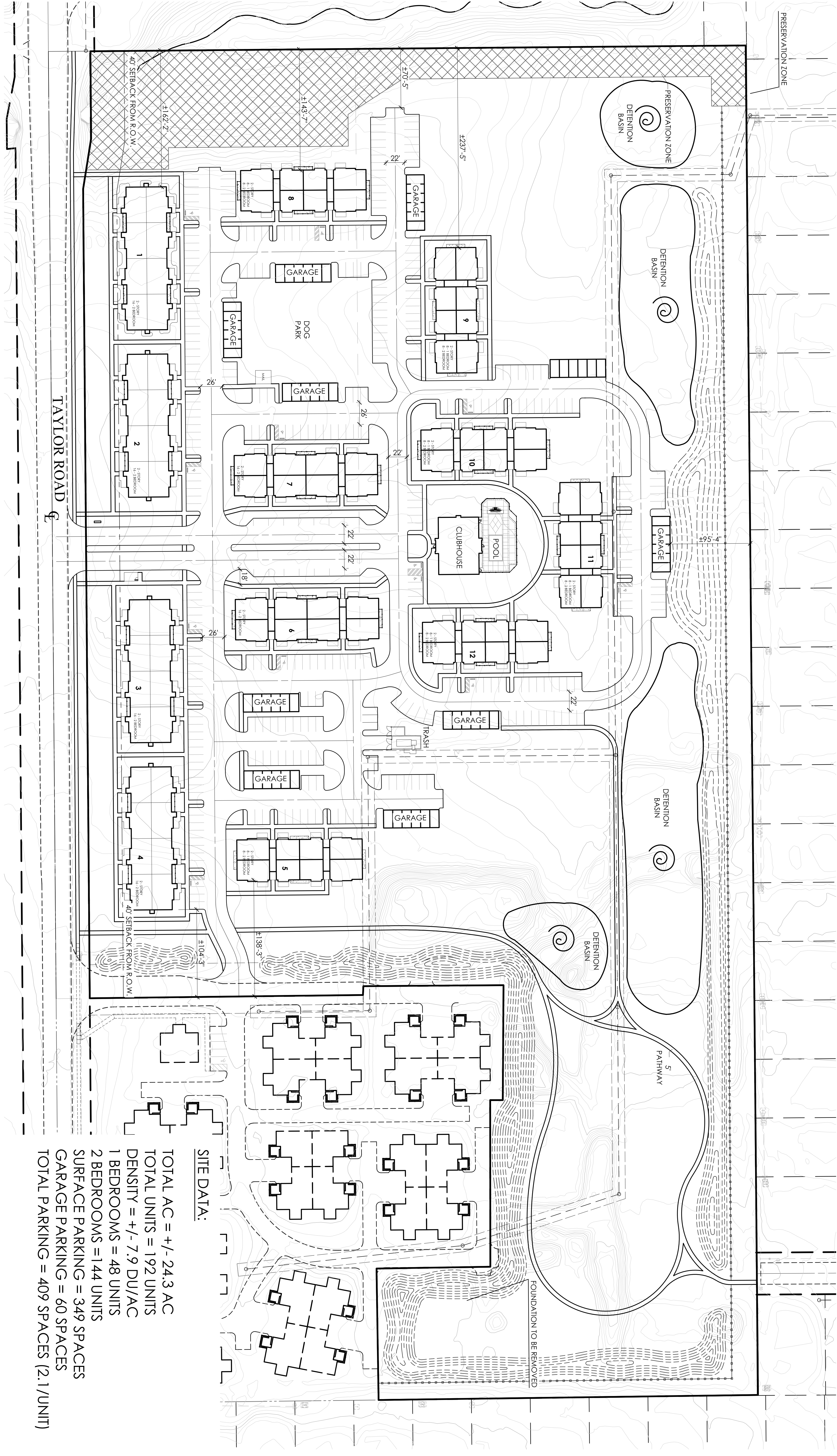


EXHIBIT C-1





SITE DATA:

TOTAL AC = +/- 24.3 AC
TOTAL UNITS = 192 UNITS
DENSITY = +/- 7.9 DU/AC
1 BEDROOMS = 48 UNITS
2 BEDROOMS = 144 UNITS
SURFACE PARKING = 349 SPACES
GARAGE PARKING = 60 SPACES
TOTAL PARKING = 409 SPACES (2.1/UNIT)

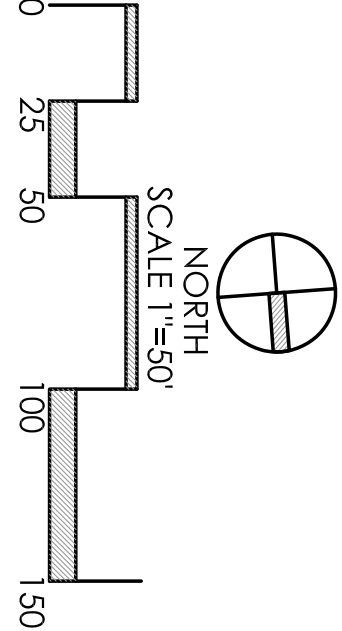
DEVELOPMENT PLAN

EXHIBIT C-2

THE PARKER

PREPARED FOR METRO DEVELOPMENT

DATE: 8/30/2018



Farris Planning & Design
LAND PLANNING
243 N. 5th Street
P. (614) 487-1964
Suite 401
www.farrisplanninganddesign.com
LANDSCAPE ARCHITECTURE
Columbus, OH 43215



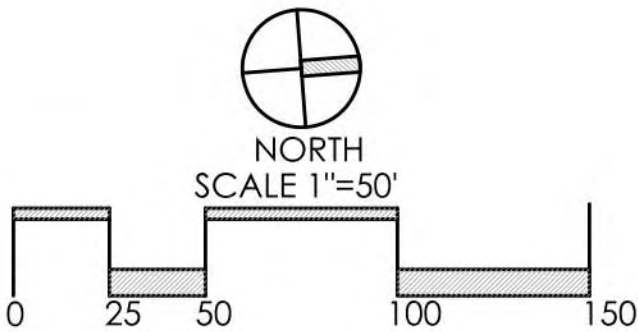
SITE DATA:

TOTAL AC = +/- 24.3 AC
TOTAL UNITS = 192 UNITS
DENSITY = +/- 7.9 DU/AC
1 BEDROOMS = 48 UNITS
2 BEDROOMS = 144 UNITS
SURFACE PARKING = 349 SPACES
GARAGE PARKING = 60 SPACES
TOTAL PARKING = 409 SPACES (2.1/UNIT)

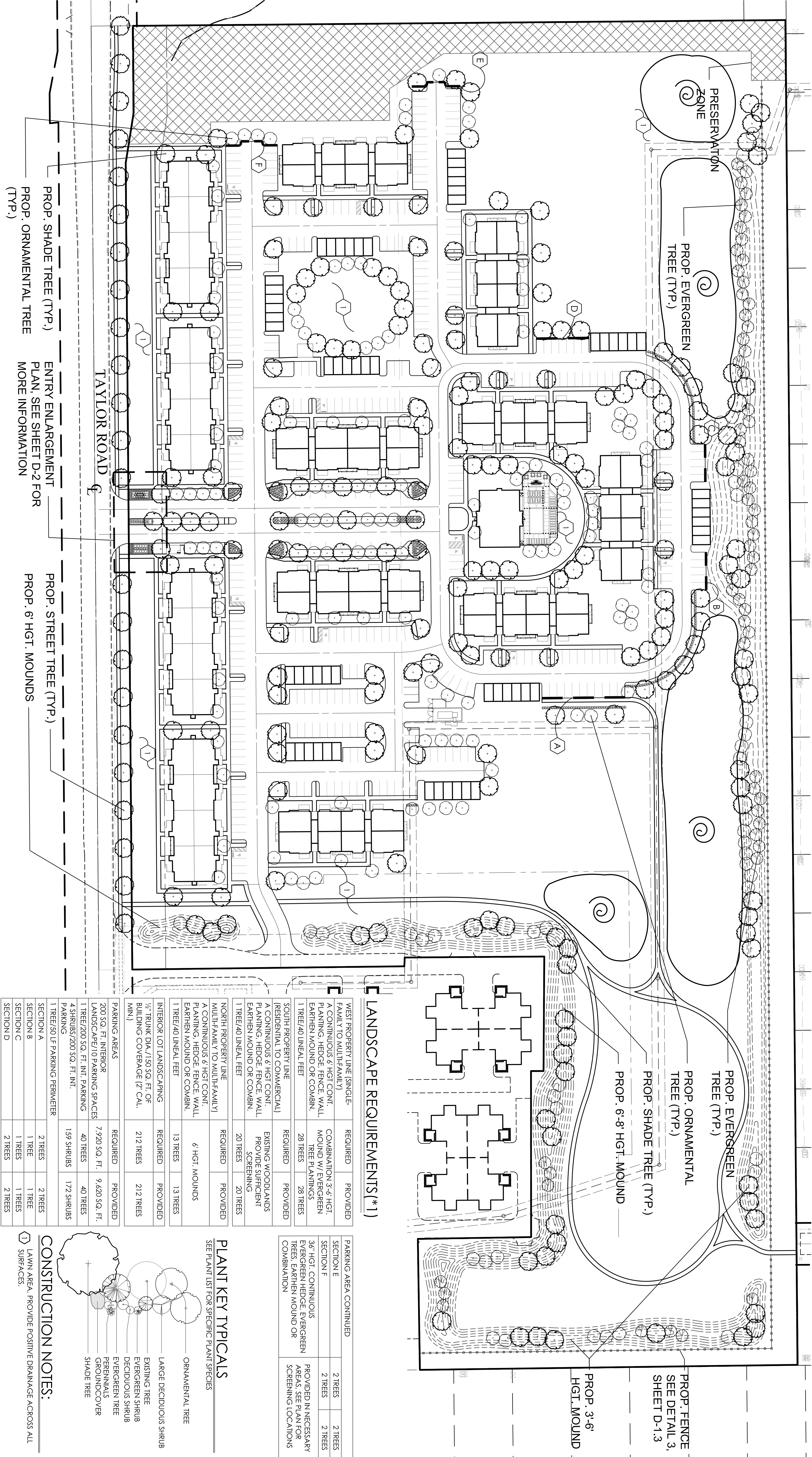
ILLUSTRATIVE PLAN

THE PARKER
PREPARED FOR METRO DEVELOPMENT
DATE: 8/30/2018

EXHIBIT C-3



Faris Planning & Design
LAND PLANNING LANDSCAPE ARCHITECTURE
243 N. 5th Street Suite 401 Columbus, OH 43215
p (614) 487-1964 www.farisplanninganddesign.com



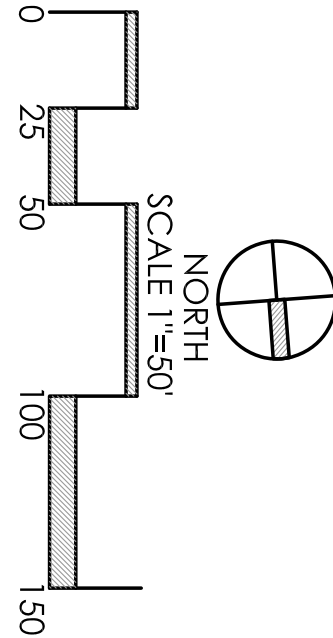
OVERALL LANDSCAPE PLAN CONCEPT

THE PARKER

PREPARED FOR METRO DEVELOPMENT

DATE: 8/30/2018

EXHIBIT D-1



Farris Planning & Design

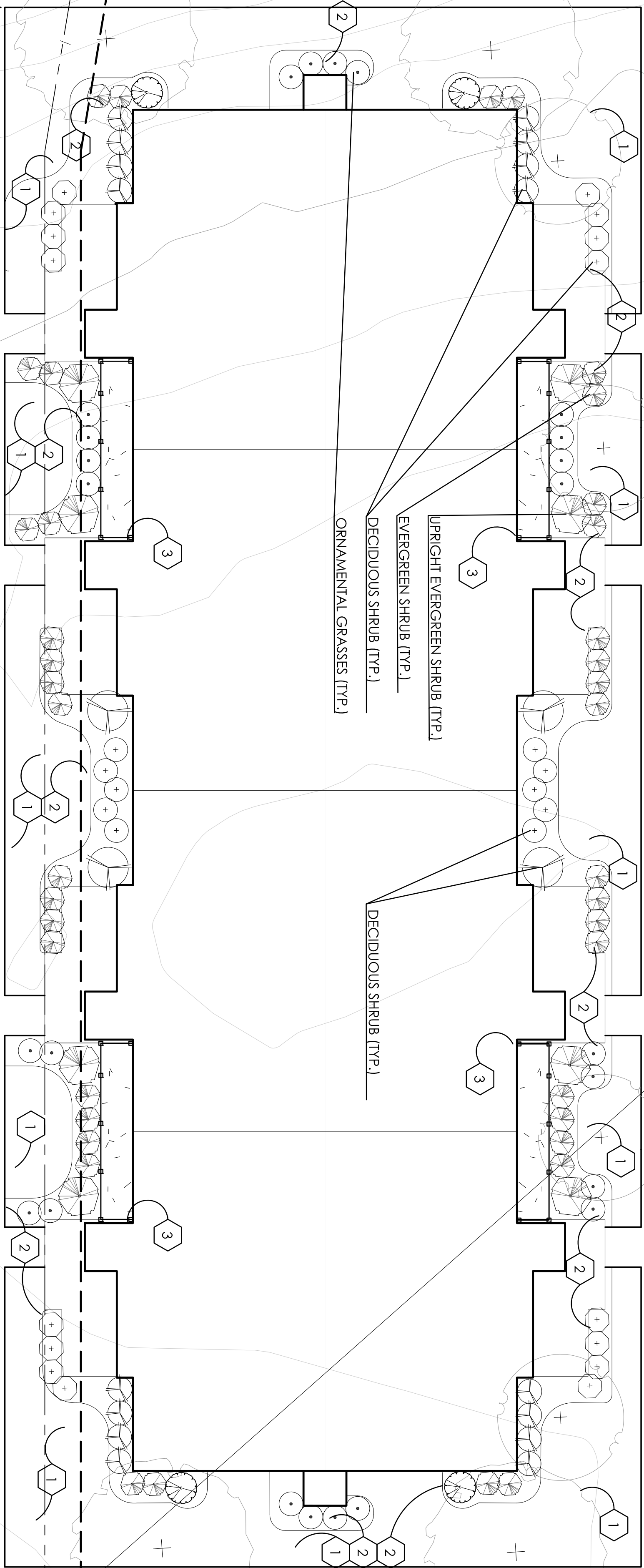
LAND PLANNING

243 N. 5th Street
P (614) 487-1964

Suite 401
www.farrisplanninganddesign.com

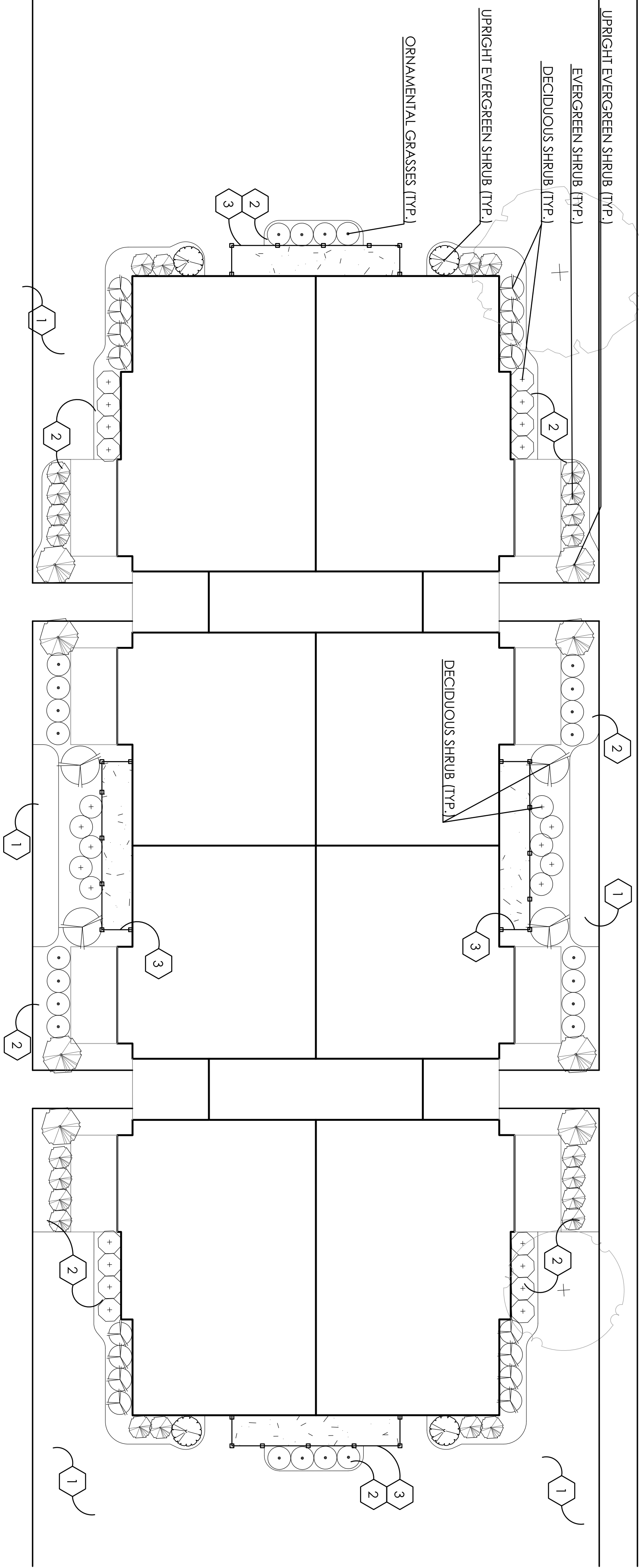
LANDSCAPE ARCHITECTURE

Columbus, OH 43215



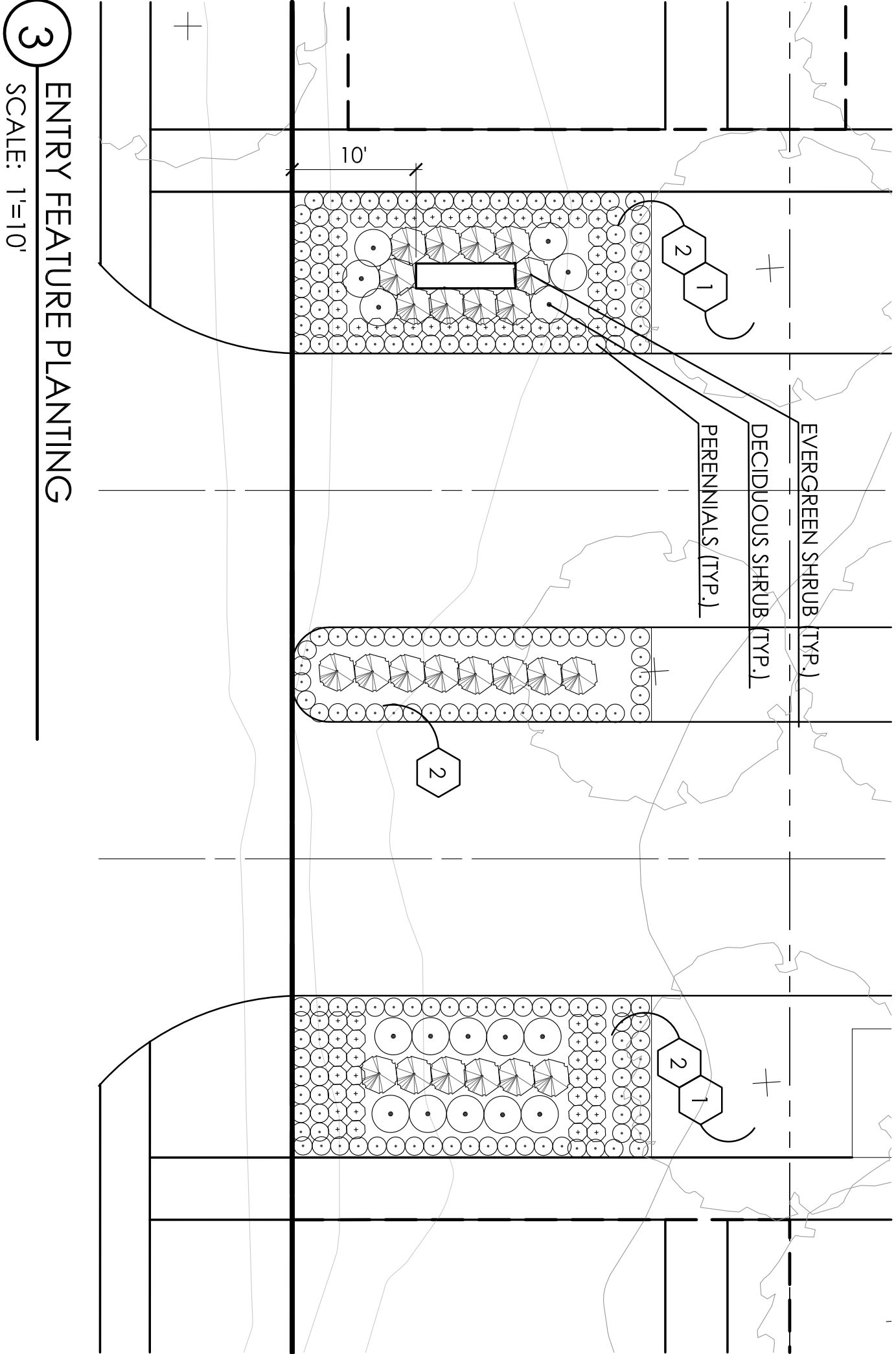
1 TYPICAL 3-STORY BUILDING PLANTING

SCALE: 1"=10'



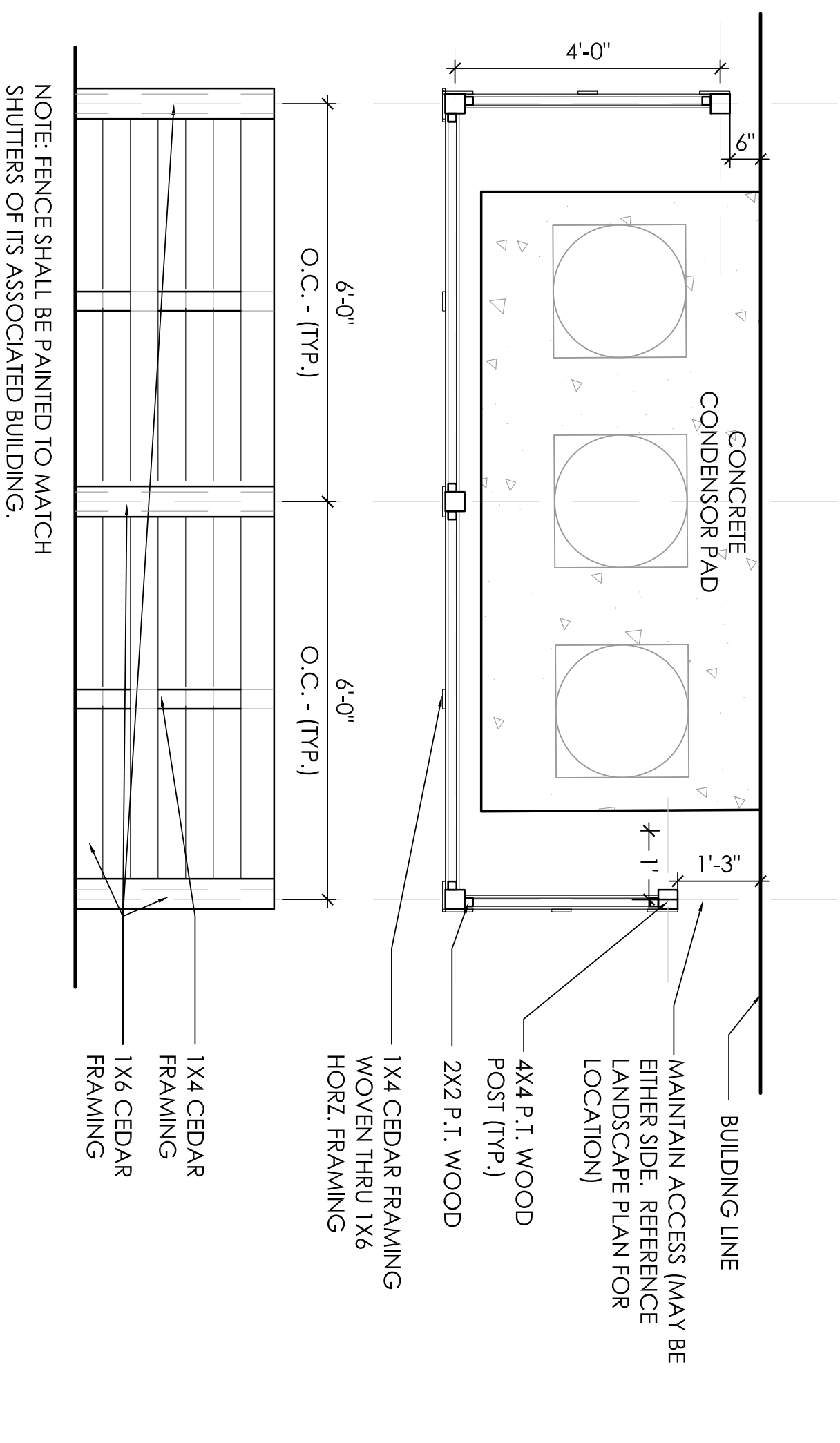
2 TYPICAL 2-STORY BUILDING PLANTING

SCALE: 1"=10'



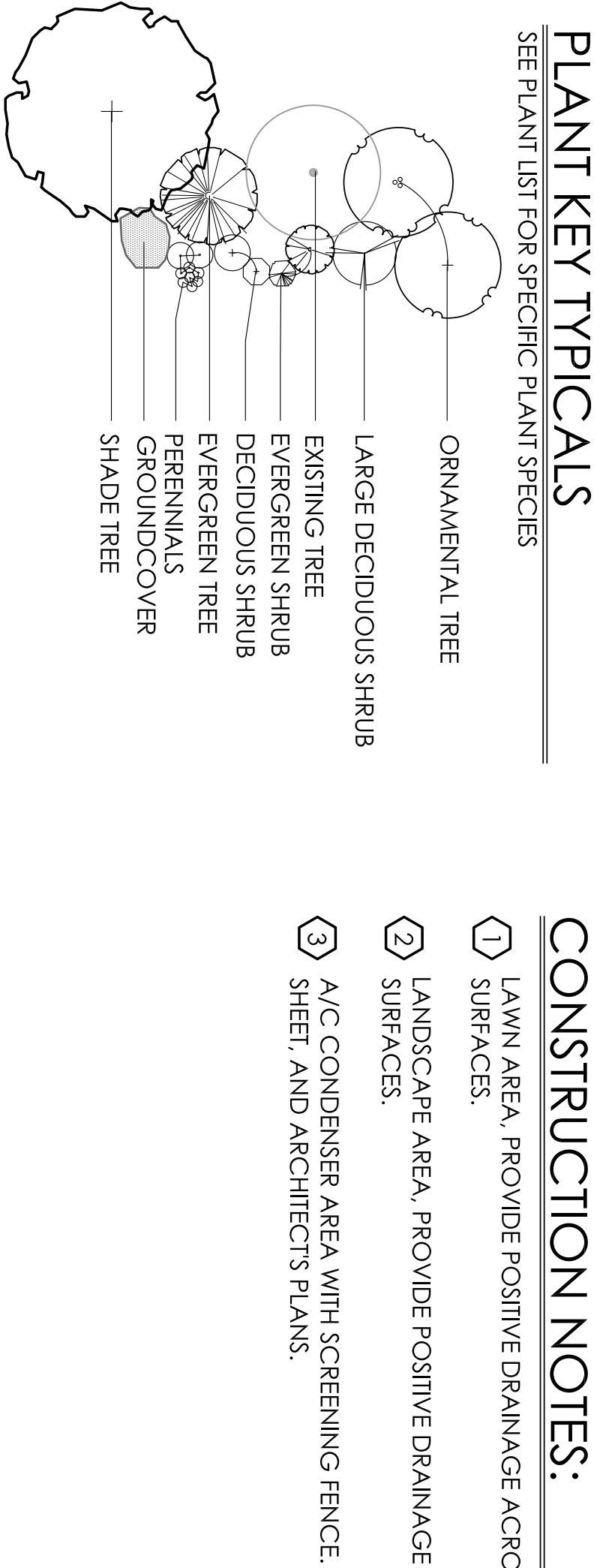
3 ENTRY FEATURE PLANTING

SCALE: 1"=10'



4 A/C CONDENSOR SCREENING FENCE

N.T.S.



CONSTRUCTION NOTES:

- 1. LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2. LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 3. A/C CONDENSER AREA WITH SCREENING FENCE. SEE DETAIL 4, THIS SHEET, AND ARCHITECT'S PLANS.

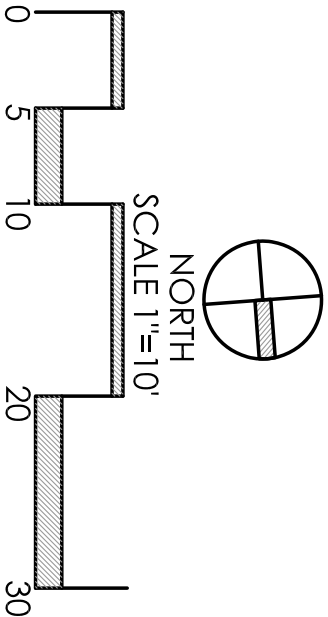
TYPICAL BUILDING PLANTINGS & ENTRY FEATURE CONCEPT

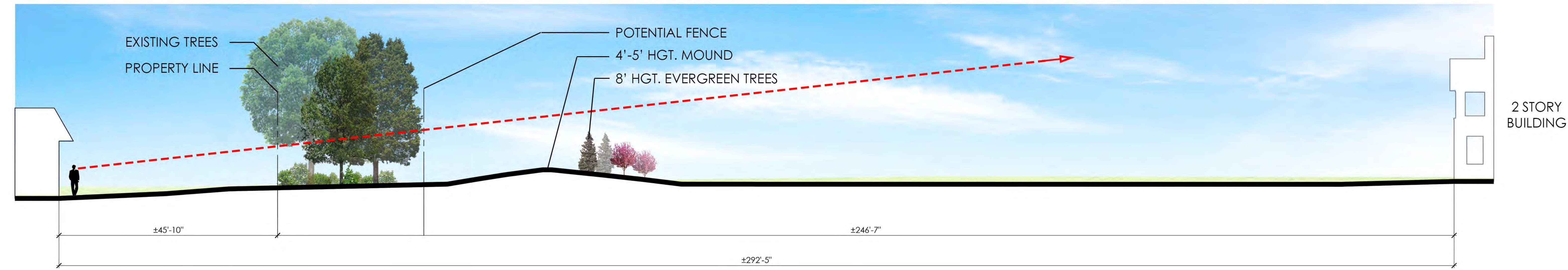
EXHIBIT D-1.1

THE PARKER

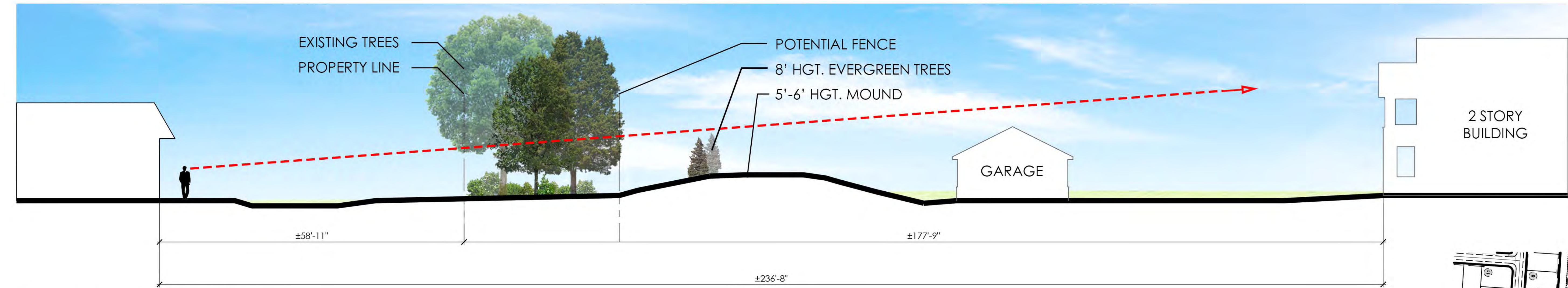
PREPARED FOR METRO DEVELOPMENT

DATE: 8/30/2018

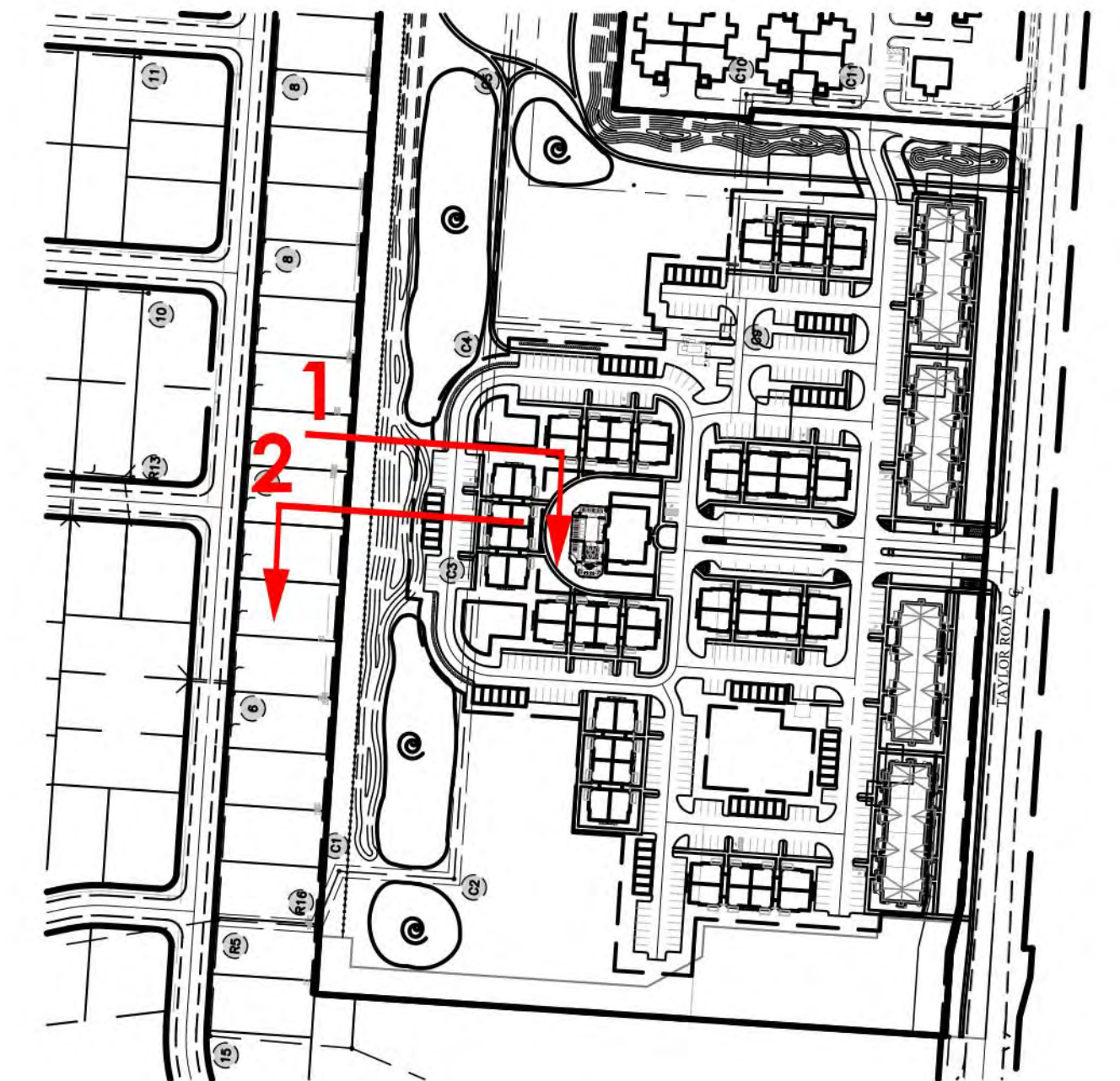




1 LANDSCAPE BUFFER SECTION ONE
SCALE: 1"=10'



2 LANDSCAPE BUFFER SECTION TWO
SCALE: 1"=10'



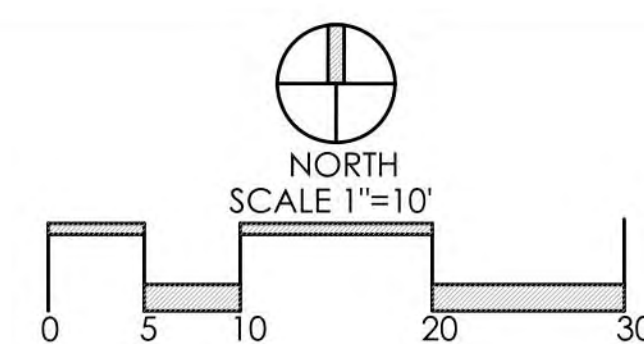
3 SECTION KEY MAP
SCALE: 1"=200'

Attachment: The Parker_8.30.18 (Rezoning App. #181277 - 93669370 Taylor Road SW, Metro Dev)

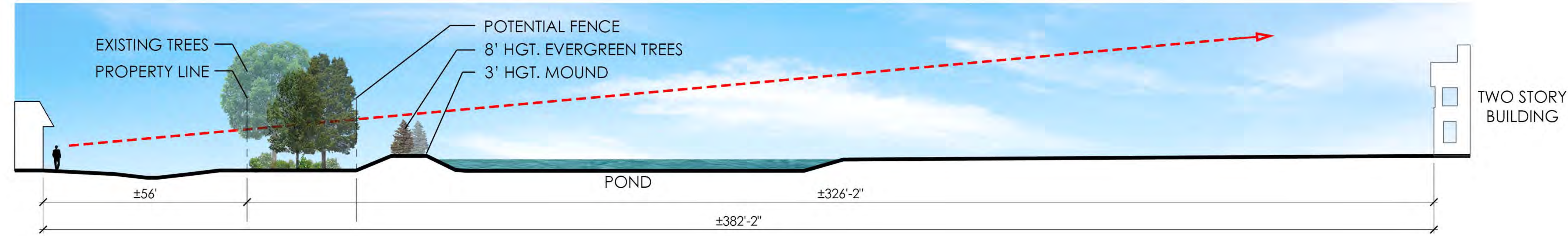
LANDSCAPE BUFFER SECTIONS

THE PARKER
PREPARED FOR METRO DEVELOPMENT
DATE: 8/30/2018

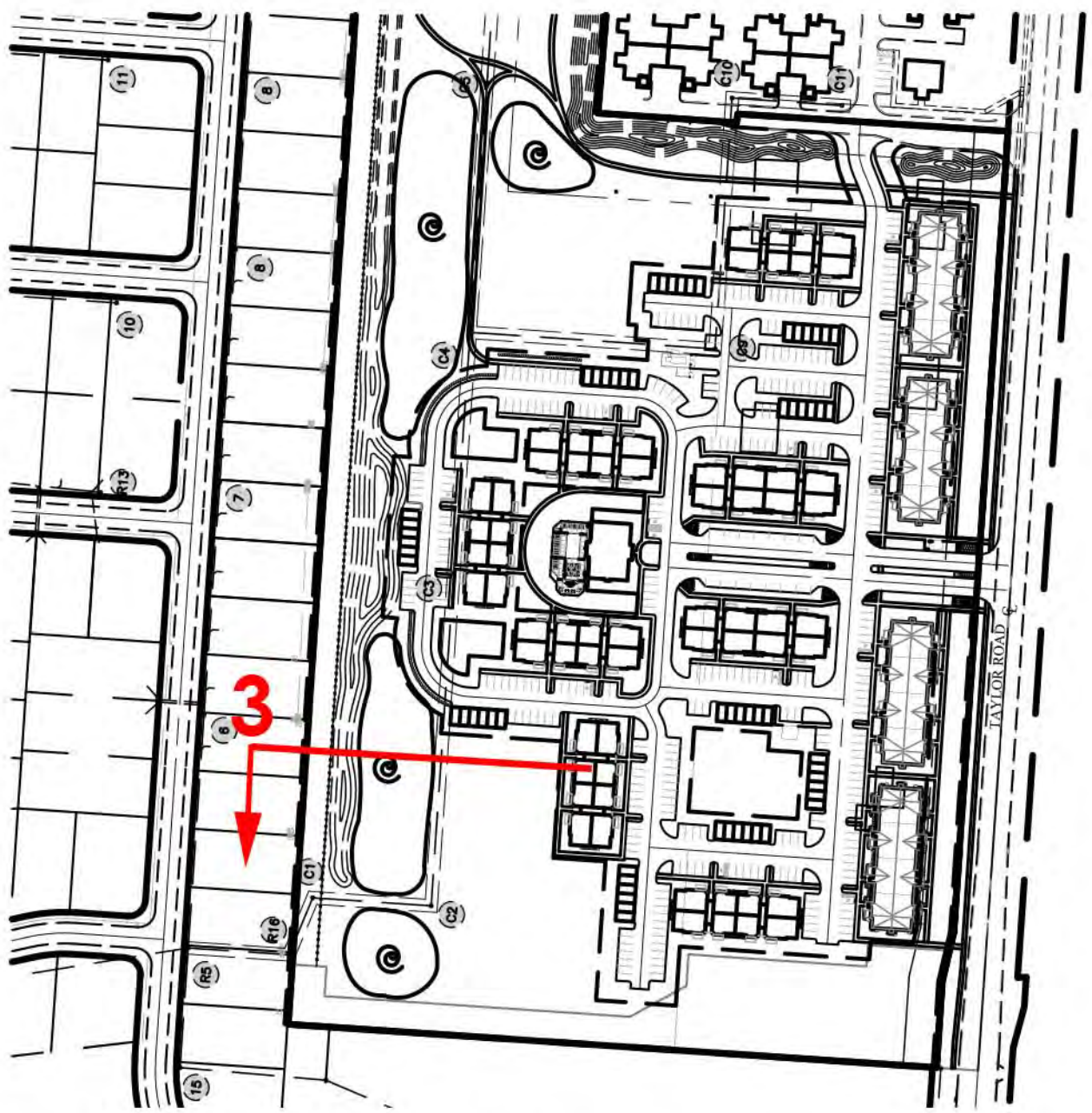
EXHIBIT D-1.2



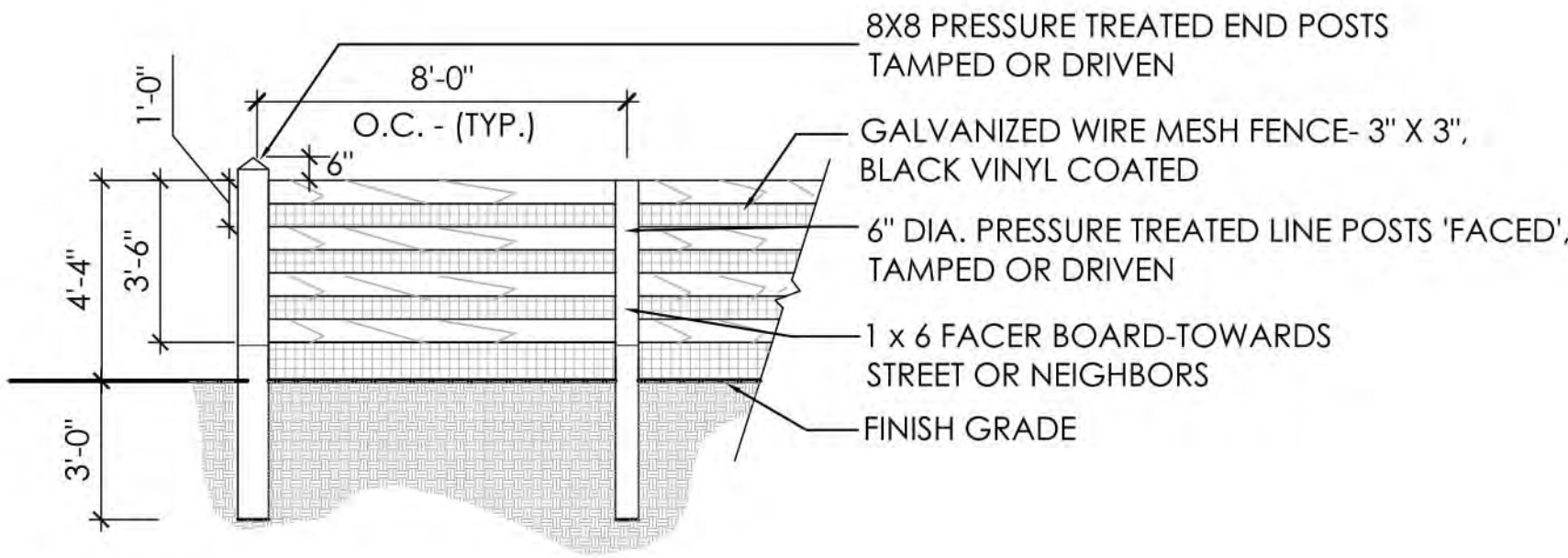
Faris Planning & Design
LAND PLANNING
243 N. 5th Street
p (614) 487-1964
LANDSCAPE ARCHITECTURE
Suite 401
Columbus, OH 43215
www.farisplanninganddesign.com



1 LANDSCAPE BUFFER SECTION THREE
SCALE: 1'=16'



2 SECTION KEY MAP
SCALE: 1'=200"



NOTES:
POSTS SHALL BE SOUND, STRAIGHT AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE

FENCE BOARDS
BOARDS SHALL BE 1" X 6" X 16' POPLAR, PRESSURE TREATED. THE BOARDS SHALL BE SOUND, STRAIGHT AND FREE OF KNOTS AND SHAKES

PAINT
PAINT SHALL BE A SEMI GLOSS BLACK

FASTENERS
NAILS-10D PLAIN SHANK BOX GALVANIZED

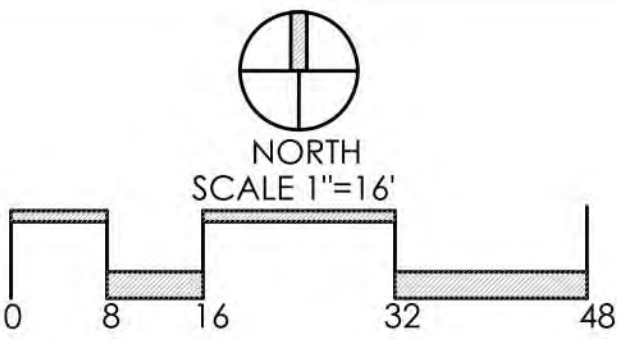
3 4 RAIL FENCE
N.T.S.

LANDSCAPE BUFFER SECTIONS

THE PARKER
PREPARED FOR METRO DEVELOPMENT
DATE: 8/30/2018

EXHIBIT D-1.3

Faris Planning & Design
LAND PLANNING
243 N. 5th Street
p (614) 487-1964
LANDSCAPE ARCHITECTURE
Suite 401
Columbus, OH 4321
www.farisplanninganddesign.com





1 OVERALL VIEW LOOKING WEST FROM TAYLOR RD.
SCALE: NTS



2 OVERALL VIEW LOOKING SOUTHWEST FROM TAYLOR RD.
SCALE: NTS



3 VIEW LOOKING WEST FROM TAYLOR RD. THROUGH MAIN ENTRY
SCALE: NTS



4 OVERHEAD VIEW LOOKING NORTHEAST AT THE CLUBHOUSE
SCALE: NTS

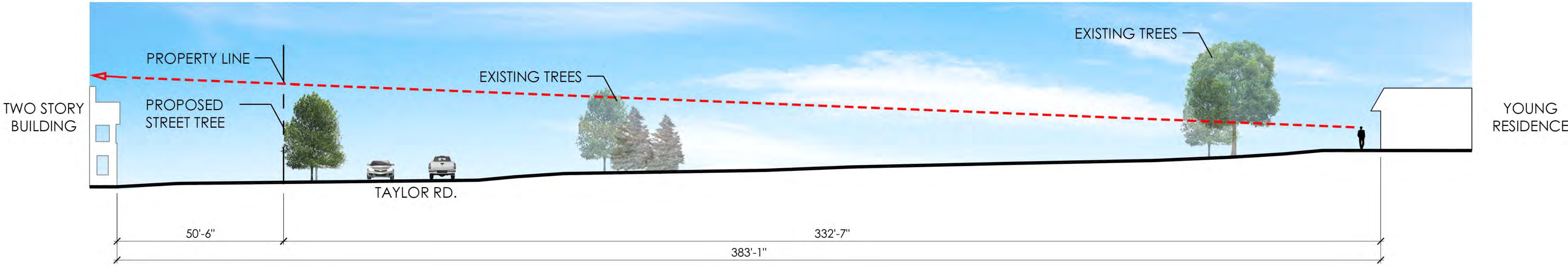
PERSPECTIVE VIEWS

THE PARKER

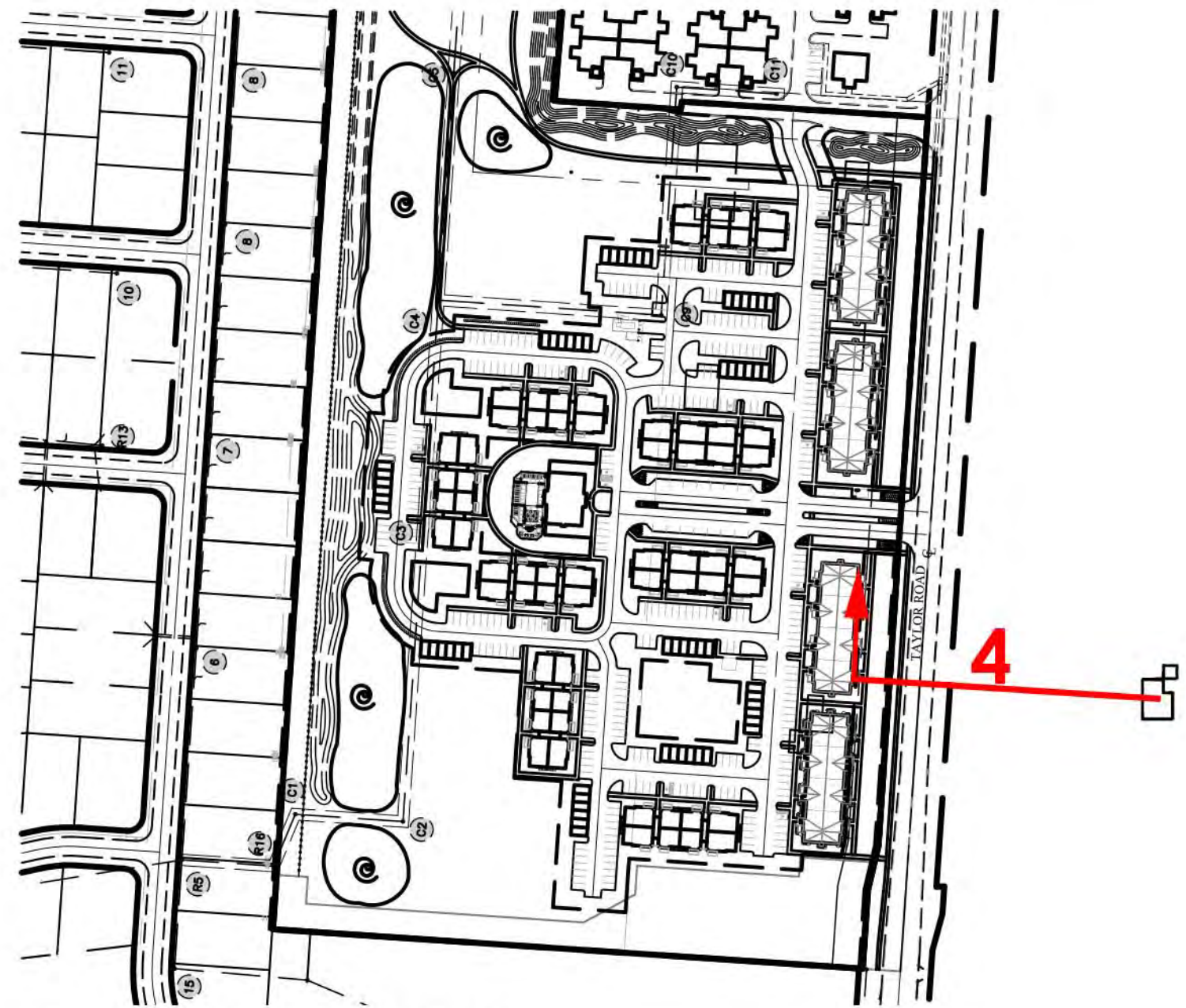
PREPARED FOR METRO DEVELOPMENT

DATE: 8/30/2018

EXHIBIT D-1.4



1 LANDSCAPE BUFFER SECTION FOUR
SCALE: 1"=16'

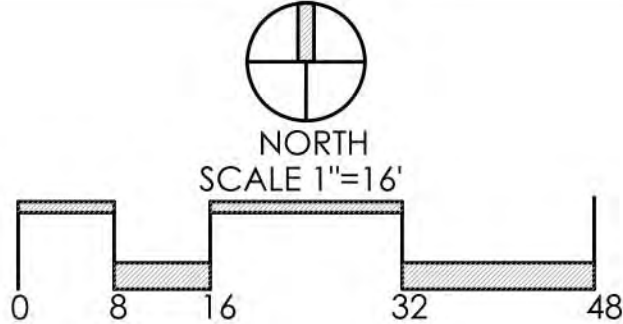


2 SECTION KEY MAP
SCALE: 1"=200'

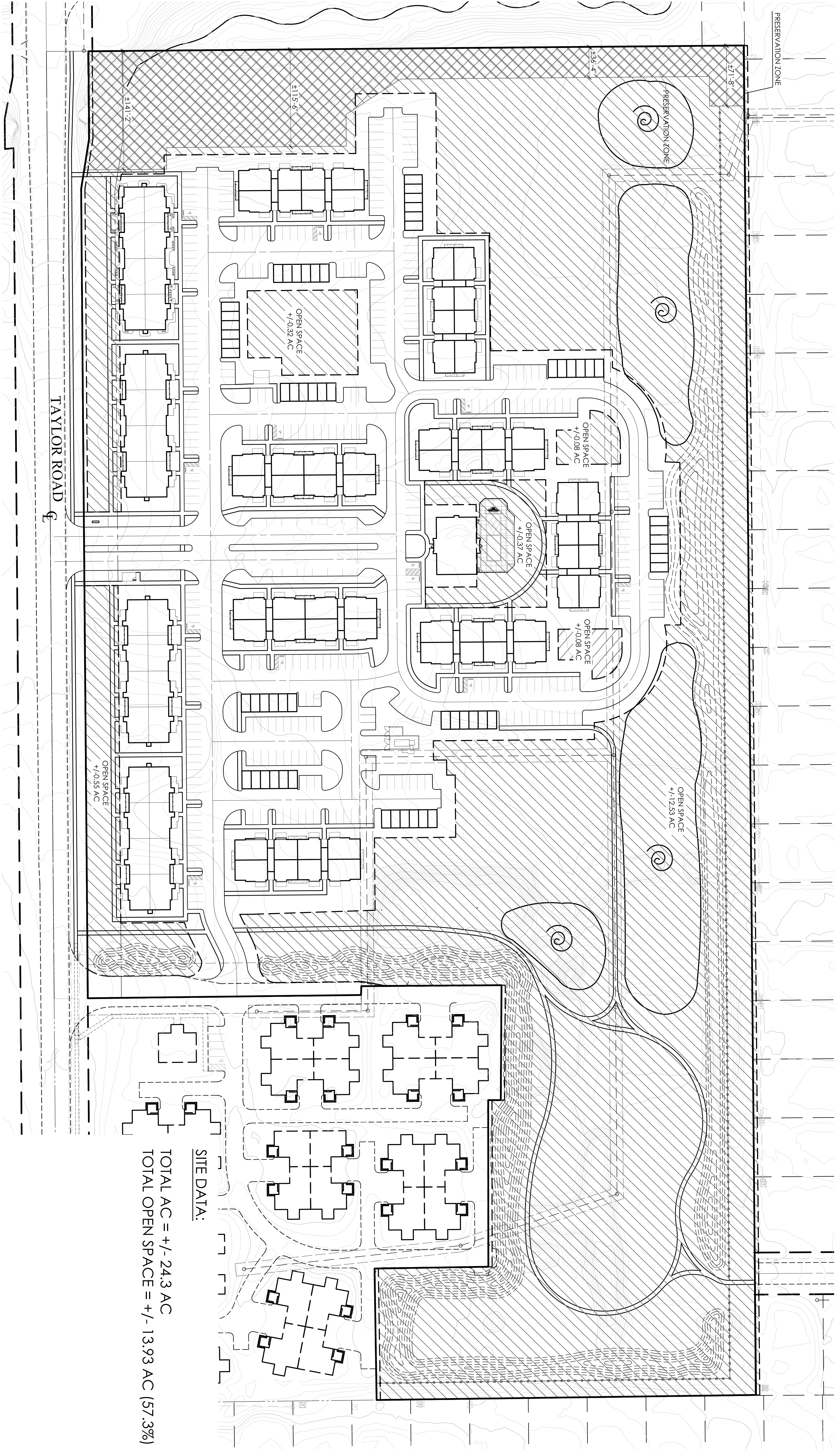
LANDSCAPE BUFFER SECTIONS

THE PARKER
PREPARED FOR METRO DEVELOPMENT
DATE: 8/30/2018

EXHIBIT D-1.5



Faris Planning & Design
LAND PLANNING LANDSCAPE ARCHITECTURE
243 N. 5th Street Suite 401 Columbus, OH 43215
p (614) 487-1964 www.farisplanninganddesign.com



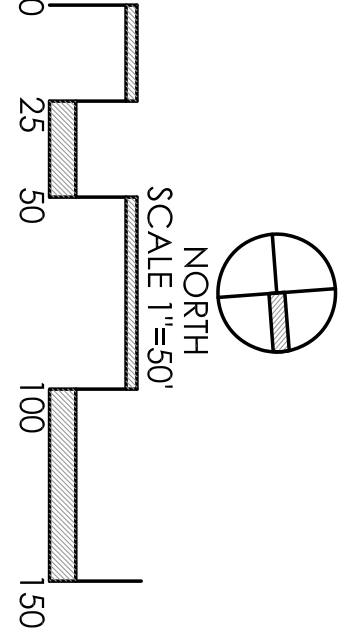
OPEN SPACE PLAN

EXHIBIT D-2

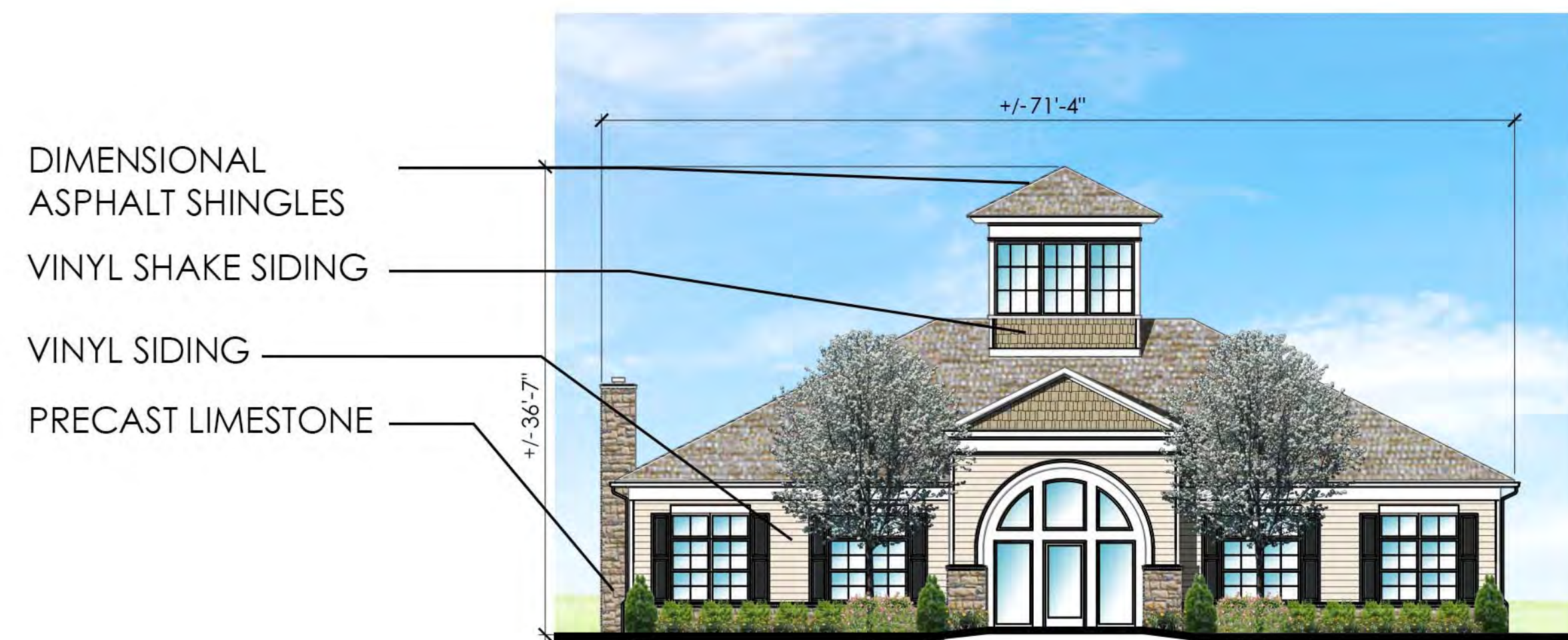
THE PARKER

PREPARED FOR METRO DEVELOPMENT

DATE: 8/30/2018



Farris Planning & Design
LAND PLANNING
243 N. 5th Street
P. (614) 487-1964
Suite 401
www.farrisplanninganddesign.com
LANDSCAPE ARCHITECTURE
Columbus, OH 43215



1 CLUBHOUSE - FRONT ELEVATION
SCALE: 1"=10'



2 CLUBHOUSE - SIDE ELEVATION
SCALE: 1"=10'



3 CLUBHOUSE - SIDE ELEVATION
SCALE: 1"=10'



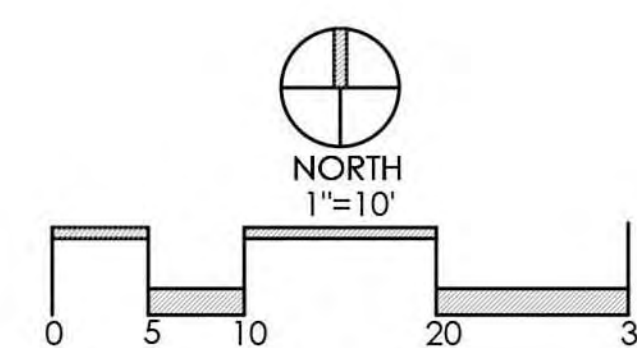
4 CLUBHOUSE - REAR ELEVATION
SCALE: 1"=10'

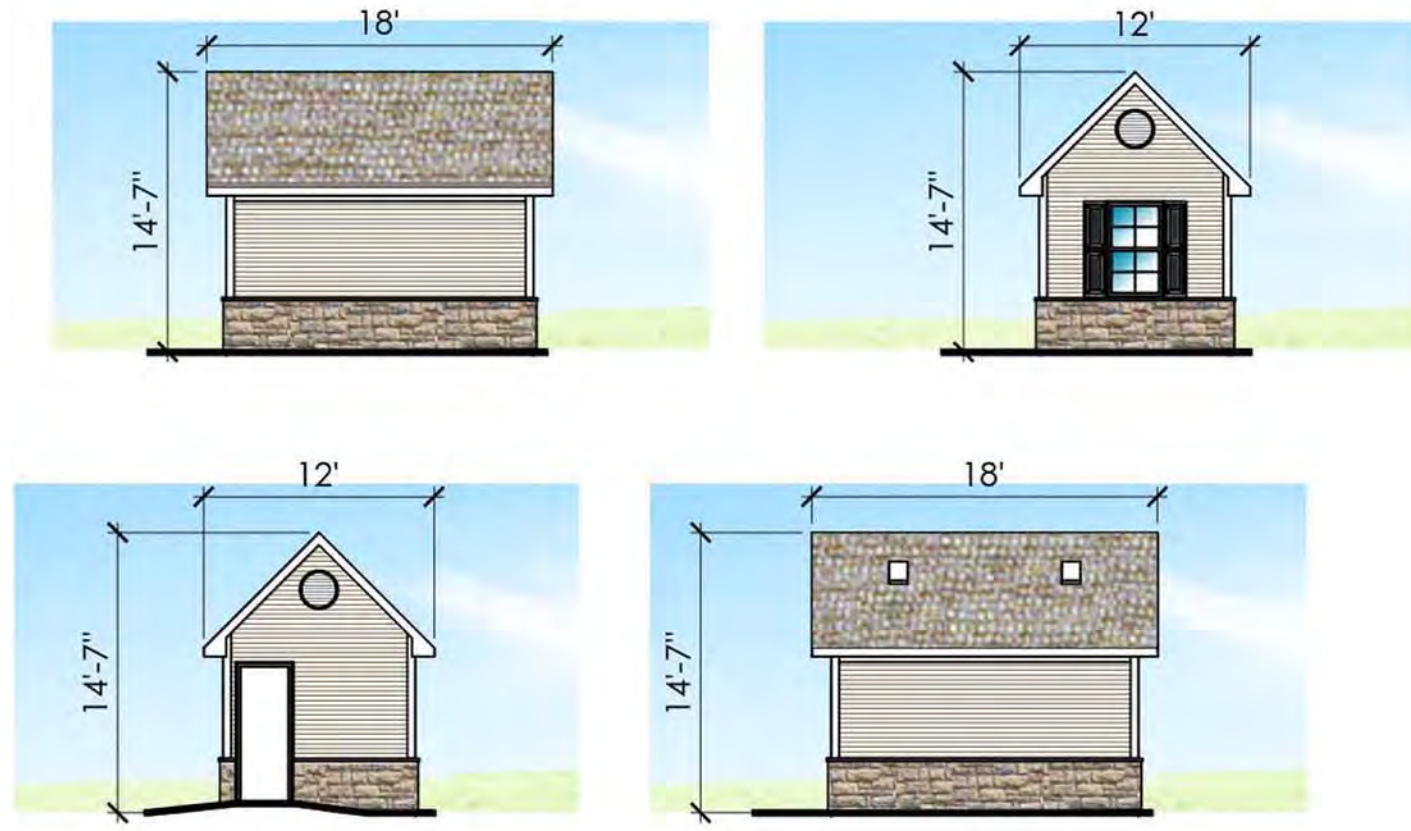
CLUBHOUSE ELEVATIONS

THE PARKER
PREPARED FOR METRO DEVELOPMENT
DATE: 8/30/2018

EXHIBIT G-1

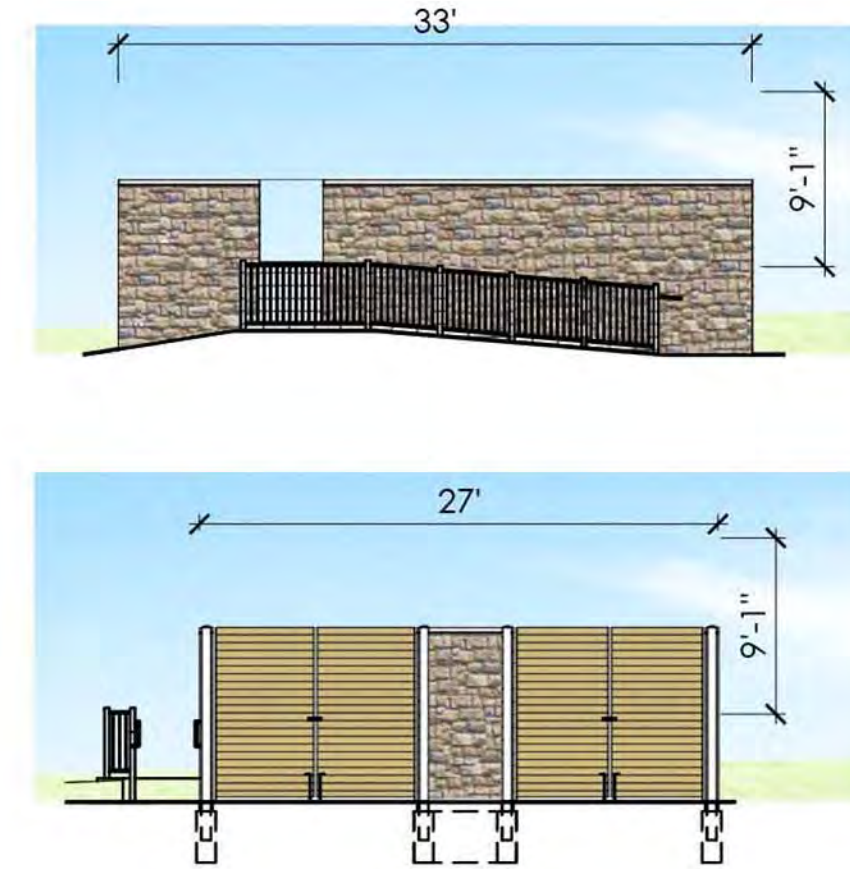
Faris Planning & Design
LAND PLANNING g LANDSCAPE ARCHITECTURE
243 N. 5th Street Suite 401 Columbus, OH 43215
p (614) 487-1964 www.farisplanninganddesign.com



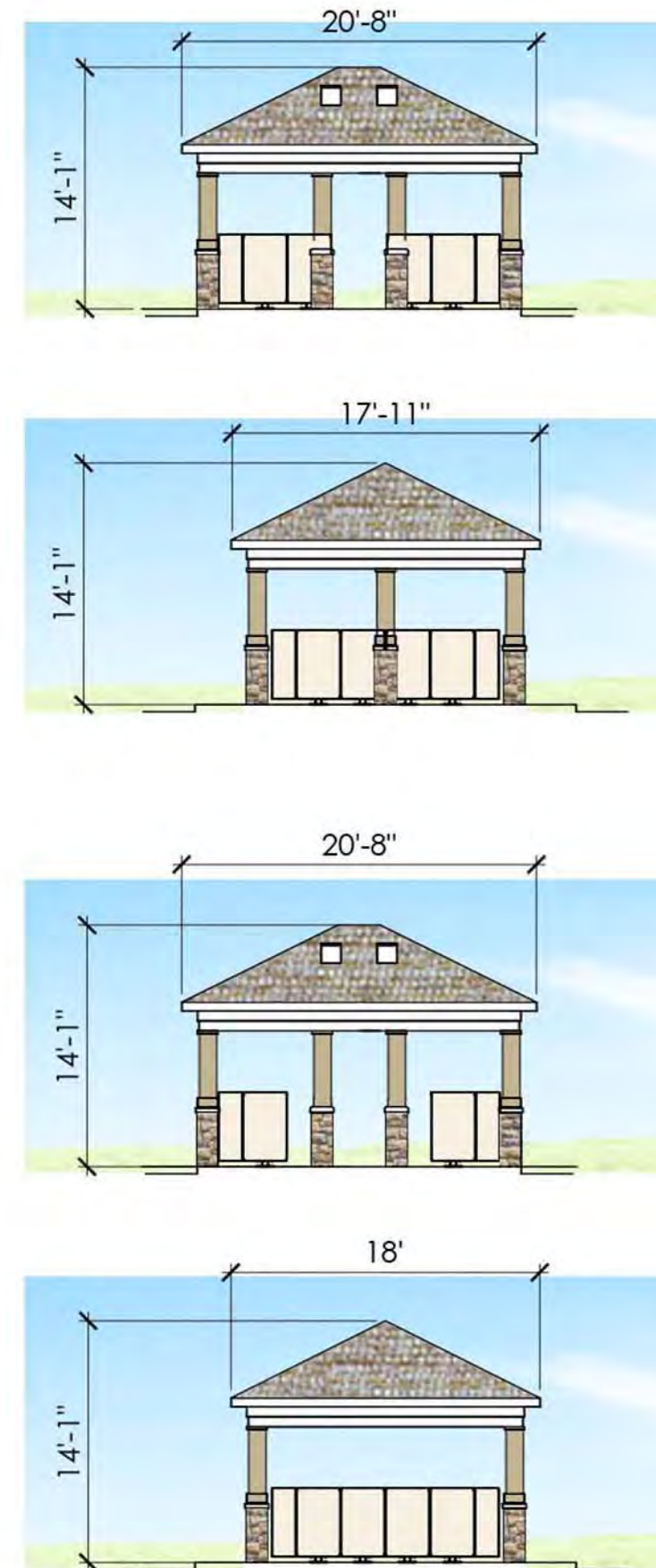


7 WATER METER BUILDING ELEVATIONS
SCALE: 1"=10'

1 2 STORY BUILDING, FRONT AND REAR ELEVATION
SCALE: 1"=10'



6 GARBAGE COMPACTOR ELEVATIONS
SCALE: 1"=10'



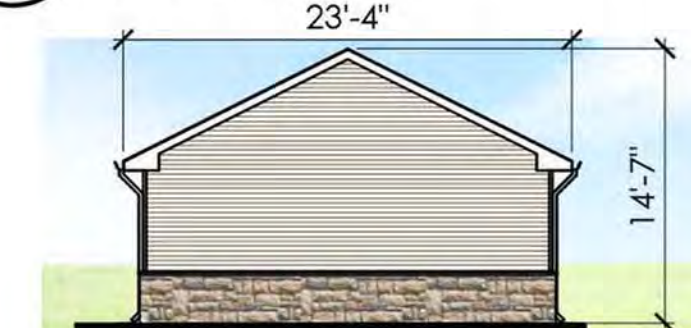
5 MAIL STATION ELEVATIONS
SCALE: 1"=10'



2 2 STORY BUILDING,
SCALE: 1"=10'
SIDE ELEVATION



3 TYP. GARAGE FRONT ELEVATION
SCALE: 1"=10'

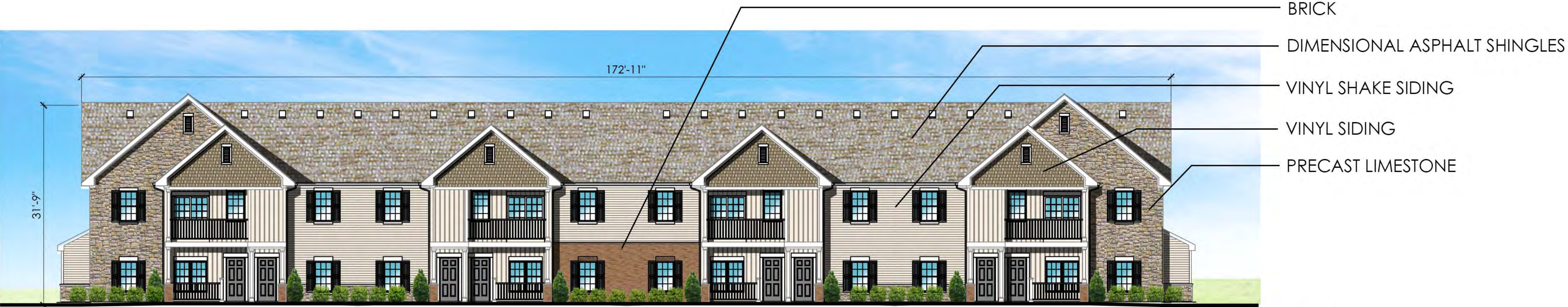


4 TYP. GARAGE SIDE ELEVATION
SCALE: 1"=10'

Attachment: The Parker 8.30.18 (Rezoning App. #181277 - 93669370 Taylor Road SW, Metro Dev)

BUILDING ELEVATIONS

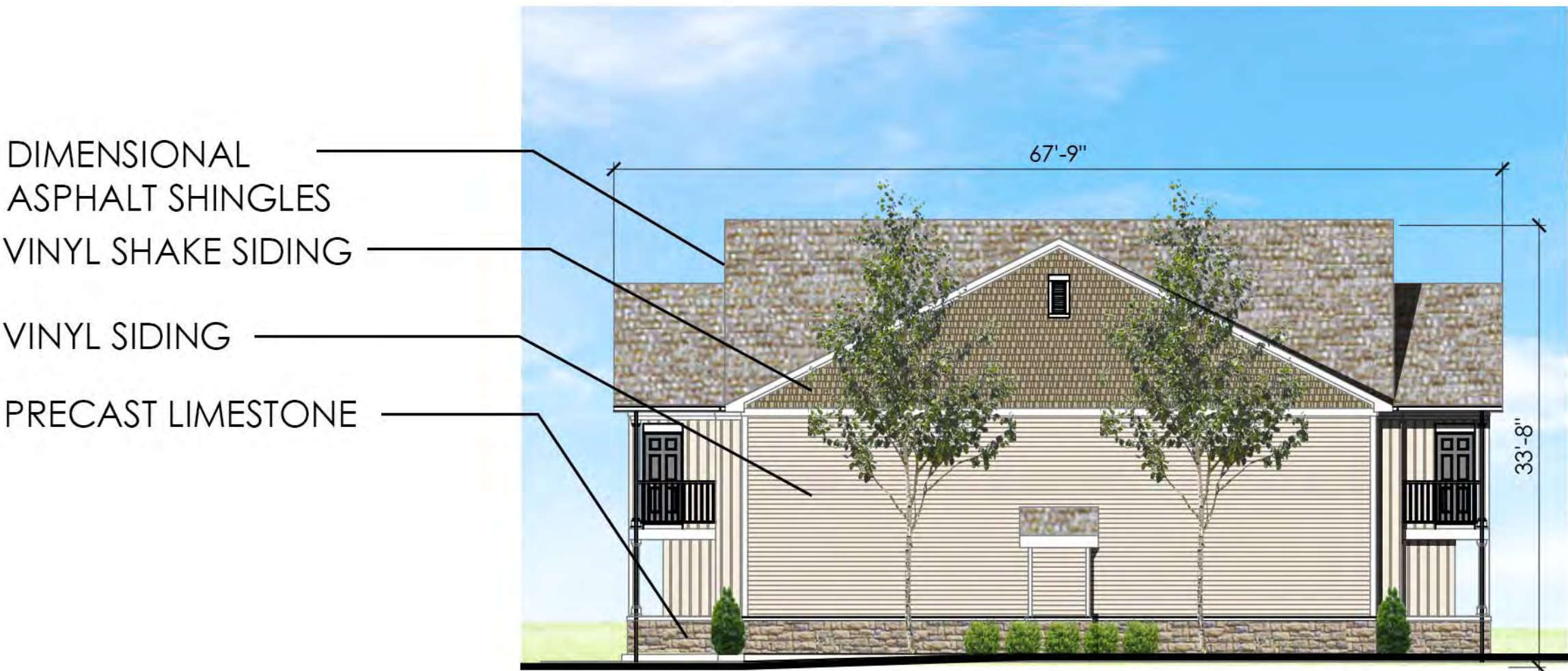
EXHIBIT G-2



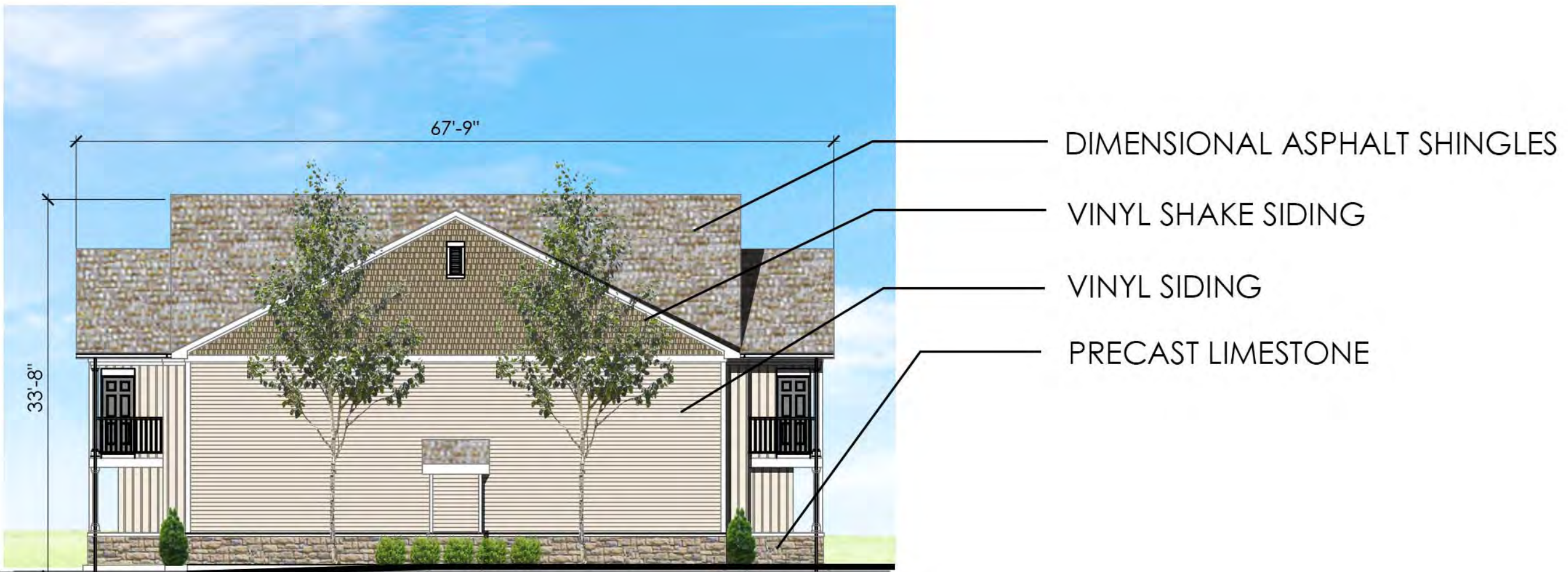
2 STORY BUILDING - 2 BED/2 BATH & FRONT ELEVATION



2 STORY BUILDING - 2 BED/2 BATH & REAR ELEVATION



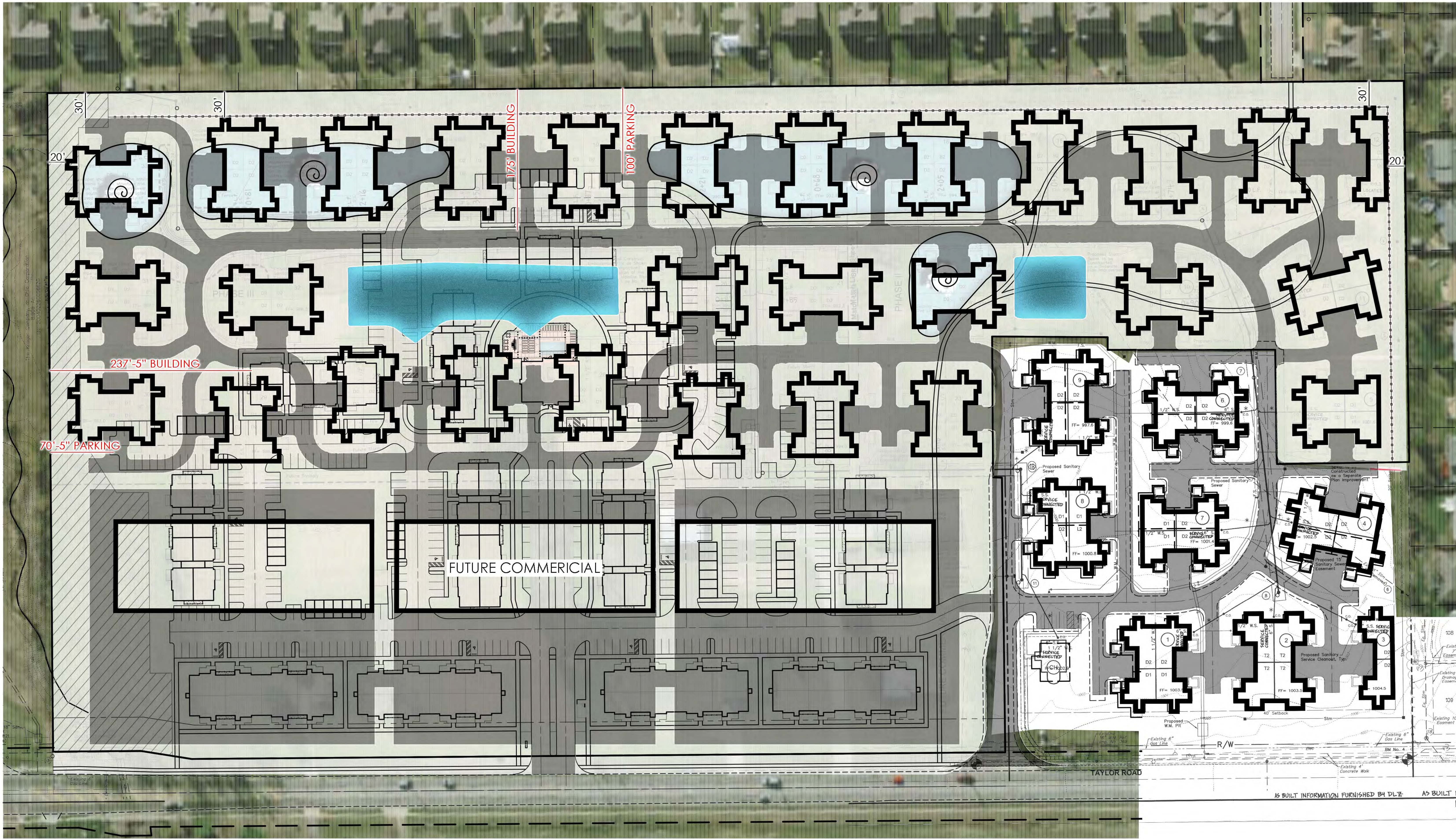
2 STORY BUILDING - 2 BED/2 BATH & SIDE ELEVATION



2 STORY BUILDING - 2 BED/2 BATH & SIDE ELEVATION

BUILDING ELEVATIONS ALONG TAYLOR RD.

EXHIBIT G-3

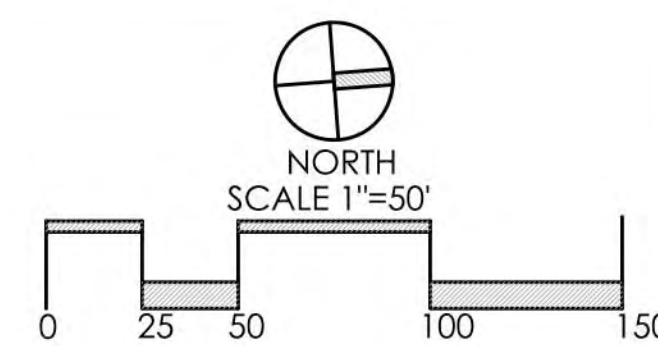


Attachment: The Parker 8.30.18 (Rezoning App. #181277 - 93669370 Taylor Road SW, Metro Dev)

EXISTING APPROVED PLAN VS. PROPOSED

THE PARKER
PREPARED FOR METRO DEVELOPMENT
DATE: 8/30/2018

*BLACK OUTLINES AND GRAY FILL IS EXISTING APPROVED PLAN.
*RED DIMENSIONS ARE TO THE PROPOSED PLAN. **EXHIBIT H-**



Faris Planning & Design
LAND PLANNING g LANDSCAPE ARCHITECTURE
243 N. 5th Street Suite 401 Columbus, OH 43215
p (614) 487-1964 www.farisplanninganddesign.com