

**BELLBROOK CITY COUNCIL AGENDA**  
**September 11, 2017**



City of Bellbrook  
15 E. Franklin Street  
Bellbrook, Ohio 45305

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**7:00 pm-Regular Meeting**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Formal Approval of the City Council Regular Meeting Minutes of August 28, 2017.
5. Mayor's Announcements/Special Guest
  - Purple Heart Proclamation
6. Public Hearing of Ordinances

**Ordinance 2017-7** An Ordinance Approving a Solid Waste and Recyclable Material Collection and Disposal Contract with Rumpke of Ohio, Inc. (Edwards)
7. Introduction of Ordinances

**Ordinance 2017-8** An Ordinance Amending Chapter 1450 "Property Maintenance Code" of the Bellbrook Municipal Code. (McGill)
8. Resolutions

**Resolution 2017-BB** A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor. (Schweller)
9. City Manager's Report
10. Committee Reports
  - A. Service
  - B. Safety
  - C. Finance/Audit
  - D. Community Affairs
11. Old Business
12. New Business
13. Open Discussion
14. Adjourn



**RECORD OF PROCEEDINGS**  
Minutes of Bellbrook City Council Meeting  
August 28, 2017

**PRESENT:** Mr. Nick Edwards  
Mr. Forrest Greenwood  
Mr. Darryl McGill  
Mrs. Dona Seger-Lawson  
Deputy Mayor Mike Schweller  
Mayor Bob Baird

**ABSENT:** Mrs. Elaine Middlestetter

Mrs. Middlestetter was absent. **Mrs. Seger-Lawson moved to excuse Mrs. Middlestetter.** Mr. McGill seconded the motion. The Clerk called the roll: Mrs. Seger-Lawson, yes; Mr. McGill, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion carried 6-0.

This is a summary of the City Council meeting held on Monday, August 28, 2017. Mayor Baird called the meeting to order at 7:00 pm and the Clerk called the roll.

After polling members of City Council, as there were no corrections or additions to the regular meeting minutes of July 10, 2017 Mayor Baird declared the minutes approved as written.

**MAYOR'S ANNOUNCEMENTS/SPECIAL GUEST**

Ashley Puchelski, Cheer coach for the High School came to Council to get permission to put streamers up around the City. Council granted the permission and reminded Ms. Puchelski that they need to come down in a timely manner.

Next, Police Chief Doug Doherty came to Council to introduce a new program the Police Department will be offering. It is the S.A.F.E. program or Seniors Allowing Friendly Efforts. It is a voluntary program that will allow officers to check on seniors in person. It could provide help in an emergency situation and it would establish trust with the residents.

Mayor Baird read a thank you note from Alice Wiseman, Museum Board Trustee. Alice thanked the Mayor and Council for their support of the Museum. The Mayor wanted to thank Alice for serving at the Museum and also her efforts in coordinating the reception with the Stephen Bell family.

**PUBLIC HEARING OF ORDINANCES**

Mr. Schweller **read Ordinance 2017-6** An Ordinance Amending Ordinance 2016-14 to Adjust the City of Bellbrook Appropriations for 2017 to Reflect Additional Cost in some Line Items and Reduced Costs in other Line Items. Mr. Schweller said this is a reoccurring adjustment that we do. The biggest adjustment is to the water fund account. The certain funds for the Upper Hillside water main project are being moved to 2018 when construction will actually occur.

Being a public hearing Mayor Baird opened up for public comment. Seeing no comments from the public the Mayor closed the public hearing and asked for a motion. Mr. McGill made a motion to **adopt Ordinance 2017-6**. Mr. Schweller seconded the motion. The Clerk called the roll: Mr. McGill, yes; Mr.

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Schweller, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion carried 6-0.

## **INTRODUCTION OF ORDINANCES**

Mr. Edwards **read Ordinance 2017-7** An Ordinance Approving a Solid Waste and Recyclable Material Collection and Disposal Contract with Rumpke of Ohio, Inc. Mr. Schlagheck said this contract is for a five year period with a fixed cost of \$13.85 per customer per month. This ordinance will be set for a public hearing to be held at the September 11<sup>th</sup> Council meeting.

Mr. Edwards made a motion to **introduce Ordinance 2017-7**. Mr. McGill seconded the motion. The Clerk called the roll. Mr. Edwards, yes; Mr. McGill, yes; Mr. Greenwood, yes; Mrs. Seger-Lawson, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion carried 6-0.

## **RESOLUTIONS**

Mrs. Seger-Lawson **read Resolution 2017-V** A Resolution Designating a Public Depositor (KeyBank National Association) of Active and Interim Deposits of the City of Bellbrook. KeyBank is currently a public depositor for the City, but this amended agreement allows Key to use the Ohio Pooled Collateral System to meet the pledged collateral requirements of the Ohio Revised Code.

Mrs. Seger-Lawson made a motion to **adopt Resolution 2017-V**. Mr. Schweller seconded the motion. The Clerk called the roll. Mrs. Seger-Lawson, yes; Mr. Schweller, yes; Mr. Edwards, abstained; Mr. Greenwood, yes; Mr. McGill, yes; Mayor Baird, yes. The motion carried 5-0 with one abstention.

Mr. McGill **read Resolution 2017-W** A Resolution Declaring the Official Intent and Reasonable Expectation of the City of Bellbrook on Behalf of the State of Ohio (the Borrower) to Reimburse Its Water Fund for the Upper Hillside Water Main Improvement Project (Loan #CK15U) with the Proceeds of Tax Exempt Debt of the State of Ohio. This resolution is required by the Ohio Public Works Commission for subdivisions that plan to pay the contractors directly and then be reimbursed from the loan proceeds.

Mr. McGill made a motion to **adopt Resolution 2017-W**. Mr. Schweller seconded the motion. The Clerk called the roll. Mr. McGill, yes; Mr. Schweller, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion carried 6-0.

Mr. Greenwood **read Resolution 2017-X** A Resolution Directing the Greene County Auditor to Enter the Delinquent Cost of Weed and Grass Mowing on the Tax Duplicate for the Properties Attached Hereto. This resolution authorizes the assessment of delinquent weed and grass mowing charges to the property taxes. There are only two delinquent properties totaling \$462.50.

Mr. Greenwood made a motion to **adopt Resolution 2017-X**. Mr. Edwards seconded the motion. The Clerk called the roll. Mr. Greenwood, yes; Mr. Edwards, yes; Mr. McGill, yes; Mrs. Seger-Lawson, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion carried 6-0.

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Mr. Edwards **read Resolution 2017-Y** A Resolution Approving the Re-Plat of Lot #3C into Lots #37A and #3D, Highview Terrace Subdivision Section I. A similar re-plat was approved by Council earlier this year, but never recorded. This re-plat will supersede the previously approved re-plat.

Mr. Edwards made a motion to **adopt Resolution 2017-Y**. Mr. Greenwood seconded the motion. The Clerk called the roll. Mr. Edwards, yes; Mr. Greenwood, yes; Mr. McGill, yes; Mrs. Seger-Lawson, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion carried 6-0.

## **Resolution 2017-Z was removed from the agenda at the request of the developer for Highview Terrace subdivision.**

Mr. McGill **read Resolution 2017-AA** A Resolution Directing the Greene County Auditor to Enter the Delinquent Cost of Unpaid Water Bills on the Tax Duplicate for the Properties Attached Hereto. This resolution authorizes the assessment of delinquent water charges to the property taxes. There are four delinquent properties that total \$ 367.78. Mr. Greenwood asked if there is a process that notifies owners if their tenants have not paid. Mr. Schlagheck said the owners receive a delinquent notice when their tenants have not paid.

Mr. McGill made a motion to **adopt Resolution 2017-AA**. Mrs. Seger-Lawson seconded the motion. The Clerk called the roll. Mr. McGill, yes; Mrs. Seger-Lawson, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion carried 6-0.

## **CITY MANAGER REPORT**

Mr. Schlagheck said improvements to the intersection at Main and Franklin streets have been completed. The left turn signal has been added and the left turn lane has been extended and re-stripped. Radar units are also in place to detect traffic at the intersection. Mr. Schweller asked how much this project cost. Mr. Schlagheck said the cost was about \$35,000. Mr. Schweller said it was a nice improvement. Mr. Schlagheck said if anyone experiences anything that does not seem right, please notify him. He said they will continue to monitor the traffic flow to see if further adjustments are needed.

Mr. Schlagheck said Barry Tiffany from Sugarcreek Township contacted him to request a joint meeting with the City, Park District and School District. Unless Council objects, the meeting will be held here on Monday September 25th, prior to the Council meeting.

Next, Mr. Schlagheck said the Winters Library building is owned by the City of Bellbrook. It was owned by the township until the city/township split. There is not a formal lease agreement between the library and the city, but we have always handled the major building issues. Last winter, the two HVAC systems began to fail. A quote was obtained to replace them for \$25,591. Mr. Schlagheck said he meet with the Executive Director of the Greene County library system and the library has agreed to contribute \$8,000 towards the replacement. Mr. Schlagheck also said that the library would like to formalize the arrangement with a lease agreement. The municipal attorney is currently reviewing a draft of a lease agreement.

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Mr. Schlagheck next spoke about the property tax levy. He shared with Council a more detailed summary of the needs and uses of the requested levy. It is a 3.0 mil, 5-year property tax levy. It is a general fund levy that is predominately for public safety services. This levy will generate over \$500,000 per year. It will cost the property owner \$8.75 per month, \$105 per year for each \$100,000 of property valuation. The levy funds will be used to offset the reduction of revenue from the State of Ohio and investment interest. It will add one full time firefighter position that will improve coverage by staffing two full-time firefighters for every shift. One full time police officer will be added. The school has requested a full-time school resource officer for the schools within the City. The new officer would work in the schools during the school year. During the summer, the officer would fill a shift for vacation coverage which would lower overtime cost. Also, there will be funds designated for downtown improvements. Other items to consider regarding the levy include: Bellbrook does not have a municipal income tax, water rates have not increased since 2011, waste collection rates have decreased, saving the residents \$48 per year. For a \$100,000 property tax value only \$561 per year comes to the city for all municipal services. Property tax rates have not changed since the replacement police levy passed in 2011. Police and fire dispatch was consolidated with Sugarcreek Township, Xenia and Greene County saving at least \$125,000 annually. The community impacts of the levy include: keeping local safety services up to date and high quality, invest in safety equipment, personnel and community programs to sustain our low crime rate and emergency response times. Also, maintain the quality of life for our residents and protect property tax values. We would like to attract businesses and visitors to downtown Bellbrook. Mr. Schlagheck said more detailed information will be posted on the website. A postcard will be mailed to residents later. He also said public meetings will be held to answer any questions from residents. Lastly he said a levy committee will need to be formed soon. This committee can purchase signs and advocate for the levy.

Mr. Schweller said this was a good presentation. He wanted to remind residents that we do not have a local income tax. He also said that the City only gets about 22% of the real estate taxes. The majority goes to the school district. Mr. Schweller also mentioned the decline in the estate tax. The estate tax would generate \$10,000 to \$15,000 dollars in revenue annually. In some years, the City received over \$200,000 in estate tax. Mr. Schweller said that was rainy day funds and it was a big hit to Bellbrook to lose that revenue which helped to pay for some additional projects.

Mr. Edwards said the most telling statistic is it has been nine years since we have had a levy on the ballot. He said he can't think of anything he paid for nine years ago that has not increased now. He gave credit to Mr. Schlagheck and his team for managing a budget that has not grown.

Mr. Greenwood said volunteer systems for fire departments are almost nonexistent. The main reason is the required training. That is an issue too.

Mr. Schweller asked Mr. Schlagheck if he has received any feedback from the residents in the Upper Hillside area concerning the water main project. Mr. Schlagheck said he has spoken with a few residents. He said the project is still in the design stage. It should go to bid later this year. He said the project will probably not start until after school is out next summer. There is only one way in and out of that neighbor so they need to want until school is out so it does not impact the buses.

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Mr. Greenwood also had a question about the Upper Hillside project. He said he has had some questions from residents that live there. He asked Mr. Schlagheck if they are replacing a line from the inside of the house to the outside. Mr. Schlagheck said it depends because there are both inside and outside meters. The service line will be replaced to the pit for meters that are currently outside. He also mentioned that if a lead service line was discovered, it would be replaced. Lead service lines have not been found in the City. For inside meters, the service line will be replaced up to the house and tied to the existing line in a pit. All inside meters will be moved outside into a pit. Mr. Greenwood said people have said they are concerned with people coming inside of their house. Mr. Schlagheck said we will need to have cooperation with those residents that have inside meters. He said the actual replacement of water meters will be done by the Service Department, not the contractor. If we need to work different hours to accommodate some residents, we will do that.

## **COMMITTEE REPORTS**

**Service:** No Report.

**Safety:** No Report

**Finance/Audit:** Mr. Schweller said he understands the audit is near completion. Mr. Schlagheck said there are two more review steps left.

**Community Affairs:** No Report

## **OLD BUSINESS-**

**NEW BUSINESS-**The City received a notice from the Ohio Division of Liquor Control about a change of ownership. Council did not have any objections.

## **OPEN DISCUSSION-**

Mr. Greenwood said he recently attended a County Commission meeting in Sugarcreek Township. He said there is going to be a workshop on the flood plain. He said they will email information when it is available.

Mr. McGill wanted to comment to Mr. Schlagheck about the recent street paving project. He thought it was done in a professional and timely manner. He said they also did a good job of controlling the traffic. Mr. Schlagheck agreed and he also wanted to mention that the striping on Possum Run is not complete. He said they will be adding a yellow line down the middle and adding white fog lines along the edges. He said this will visually narrow down the road and hopefully reduce speed on Possum Run.

Mrs. Seger-Lawson wanted to remind residents to keep an eye on Hurricane Harvey as it moves into our area. She wants residents to be prepared for any outages. She also asked about our water system. Mr. Schlagheck said the City has multiple backup generators now. He said we are in a much better position than we were back in 2008.

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Mr. Schweller said at a recent County Commission meeting, the Commissioners said they are close to having the ability to put their meetings on television. Mr. Schweller said he would love to see the transparency. He said he would also like to see the School Board meetings televised.

Nina Herzog-255 Upper Hillside Dr.-She asked if the flagging of the gas lines on Sunday was related to the Upper Hillside Dr. water main project. Mayor Baird said we would need to look at the OUPS ticket to see who requested it. She also said the improvement of the Main and Franklin Streets intersection is a great improvement. Ms. Herzog also asked about any solutions at coming south bound on Main Street. She said it is difficult to turn left onto Upper Hillside. She suggested a three way stop. Mr. Schlagheck said he could have the engineer look at that. He is not sure it would work.

## **ADJOURN**

Being no further business to come before this regular session of the Bellbrook City Council, Mayor Baird declared the meeting adjourned at 8:25 pm.

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Robert L. Baird, Mayor

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Jami L. Kinion, Clerk of Council



# RECORD OF ORDINANCES

Ordinance No. 2017-7

September 11, 2017

## City of Bellbrook

### Ordinance No. 2017-7

#### **An Ordinance Approving a Solid Waste and Recyclable Material Collection and Disposal Contract with Rumpke of Ohio, Inc.**

WHEREAS, the City of Bellbrook participated in the 2017 Southwest Ohio Regional Refuse Consortium Invitation to Bid for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials; and

WHEREAS, the City's current contract with Rumpke of Ohio, Inc. expires on December 31, 2017; and

WHEREAS, competitive bids for a five year contract were opened on June 29, 2017 and Rumpke of Ohio, Inc. was the lowest and best bidder; and

WHEREAS, the monthly price per residential unit for unlimited solid waste collection service will be \$10.13 and the monthly price per residential unit for weekly recycling collection service will be \$2.89 for a period of five years.

#### **Now, Therefore, the City of Bellbrook Hereby Ordains:**

Section 1. That the bid of Rumpke of Ohio, Inc. is hereby accepted.

Section 2. That the City Manager is hereby authorized to enter into a contract with Rumpke of Ohio, Inc. effective January 1, 2018 according to the specifications set forth by the Southwest Ohio Regional Refuse Consortium and to take such other action as required.

Section 3. This ordinance shall take effect and be in force from and after the earliest period provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Robert L. Baird, Mayor

\_\_\_\_\_  
Jami L. Kinion, Clerk of Council

APPROVED AS TO FORM:  
Patricia N. Campbell, Municipal Attorney



**AGREEMENT FOR THE COLLECTION, TRANSPORTATION  
AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID  
WASTE AND/OR RECYCLABLE MATERIALS GENERATED WITHIN THE  
CITY OF Bellbrook, OHIO.**

**THIS AGREEMENT** for the collection, transportation and delivery for disposal or processing of Solid Waste and/or Recyclable Materials ("Collection Services") generated within the City of Bellbrook, Ohio (the "Collection Agreement") entered into this \_\_\_\_ day of, \_\_\_\_\_, 2017, is by and between the City of Bellbrook, Ohio (the "City"), with its offices located at (address), and RUMKE OF OHIO, INC. ("Contractor"), a Corporation [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at 10795 Hughes Rd, Cincinnati (address), 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, 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 and/or Recyclable Materials generated at Residential Units, City Municipal Facilities and during Special Events located within the City from a single contractor on an exclusive basis; and

**WHEREAS**, on May 31, 2017, and June 5, 2017, the City, as part of a Joint Bid Process with several communities located within Southwest Ohio ("2017 Southwest Ohio Regional Refuse Consortium"), invited through public advertisement qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

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

**WHEREAS**, following the official opening of the bids on June 29, 2017 by the 2017 Southwest Ohio Regional Refuse Consortium and consideration of bids for Collection Services, the City determined that the Contractor is qualified to provide the Collection Services to the City and approved the award of the Collection Agreement to the Contractor; and

**WHEREAS**, the City and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit

monthly price as stated on the Bid Forms, as well as for other Optional Services which are attached as Exhibit A, all of which are incorporated by reference; and

WHEREAS, the City and the 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 B, Defined Terms, which is attached and incorporated by reference.

#### ARTICLE II – AGREEMENT, TERM & RENEWAL TERMS

- 2.1 **Agreement and Independent Contractor Status.** The City hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, Solid Waste and/or Recyclable Materials generated at Residential Units, City Municipal Facilities and during certain Special Events within the City.
- 2.2 **Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for 5 years, beginning on 1/1/18 and terminating on 12/31/22.
- 2.3 **Renewal Terms.** If the term of this Collection Agreement is for three (3) years, such Agreement may be renewed for two (2) additional consecutive terms of up to one (1) year each at the sole discretion of the City, provided the cost for the Collection Services does not exceed the prices reflected on the Bid Form, attached as Exhibit A.
- 2.4 **Implementation Plan.** From and after the Effective Date, the 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 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 Contractor's employees have completed training and driven the City-approved Collection Routes; (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 Contractor-provided collection containers is complete; and (e) that the Contractor has delivered to the City proof of

insurance, proof of workers' compensation coverage and the required Performance Bond, which is attached as Exhibit D and incorporated by reference. Finally, the 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 Contractor.

### ARTICLE III — GENERAL REQUIREMENTS OF THE CONTRACTOR

- 3.1 **Delivery to Disposal or Processing Facilities.** The Contractor shall provide regular weekly collection of Solid Waste and/or Recyclable Materials from each Residential Unit, Municipal Facilities and during Special Events located within the City, including such materials that exceed the capacity of a City or Contractor- provided collection container, if provided. All Solid Waste and/or Recyclable Materials generated at each Residential Unit shall be collected by the Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.4 and Section 4.4. The Contractor shall collect, transport and deliver all Solid Waste and/or Recyclable Materials to the licensed facility or facilities identified by Contractor in Contractor's Bid. The Contractor shall pay to the owner or operator of the facility or facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and/or Recyclable Materials collected by the Contractor. Separated Recyclable Materials shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.
- 3.2 **Vehicles and Equipment.** The 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 Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Solid Waste and/or Recyclable Materials shall be enclosed, washed and cleaned, leak proof (including but not limited to free from leaks of fuel or hydraulic fluid), rust- free and 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 Contractor's name, vehicle number and 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 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 **Contractor's Office and Telephone.** The Contractor shall maintain an office in Southwest Ohio, 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. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 **Contractor Ability to Communicate with Vehicles in the Field.** The Contractor shall maintain two-way radio or cellular telephone service with the drivers of all vehicles used to provide Collection Services within the City, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 3.5 **Employee Training.** The 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 Contractor shall collect all Recyclable Materials from each Residential Unit from a 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 Contractor shall provide each Residential Unit with one (1) sixty-four (64) gallon wheeled collection container for Recyclable Materials at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. The City shall not be responsible for such additional charge. If a Residential Unit requests a smaller collection container after the delivery of a sixty-four (64) gallon collection container, the Contractor shall provide such smaller collection container upon the approval of the City.
- A. **Solid Waste Collection Containers.** Residents shall provide their own collection containers for Solid Waste. The Contractor may offer to rent wheeled Solid Waste collection containers to the Residents at the price stated on Exhibit A. In the event a Resident chooses to rent a Solid Waste collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on the Exhibit A. Cardboard

containers shall be acceptable for bulky or loose materials. The Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet.

- 3.7 **Collection of Bulky Items Included.** Solid Waste shall include, and the Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing, Christmas trees, and bulk or bundled Yard Waste on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Contractor shall collect such items without additional charge. If the Contractor wishes to request Residential call-ahead for the collection of Bulky Items, such procedure must be pre-approved by the City. In no event shall a Residential call-ahead procedure relieve Contractor of the duty to collect all Bulky Items on the day of collection. All appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.
- 3.8 **Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Contractor on the same day as the City-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 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 Contractor shall provide a written report to the City of the number of CFC-containing appliances collected by the Contractor, including the Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The 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 Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.
- 3.9 **Collection of Home Remodeling Debris.** The Contractor may limit the collection to Home Remodeling Debris. The Contractor shall include a description of Home Remodeling Debris in the Resident obligation notice mailed to the Residents of the City.
- 3.10 **Services at City Municipal Facilities.** The 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 Contractor shall collect all Solid Waste and/or 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 Contractor shall collect such containers as requested by the City at no additional charge or as specified in Exhibit E, provided that City requests for additional collection are not greater than two 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 Contractor.

- 3.11 **Collection at Special Events and/or Minor Remodeling Projects of City Buildings.** The Contractor shall provide Collection Services upon request of the City for Special Events included on the attached Exhibit E. The Contractor shall also provide an open top roll-off container of up to thirty (30) yards capacity for one (1) additional Special Event per year or for the minor remodeling of any City Municipal Facility, without additional charge, as requested by the City. Unless otherwise agreed in writing, no additional fees shall be charged to the City for these services, notwithstanding the frequency or number of collections (up to five (5) pulls) that may be required by the City, or the volume or nature of the Solid Waste and/or Recyclable Materials collected. Any containers and/or pulls in addition to those included on Exhibit E or the one additional Special Event per year may be requested by the City at the price indicated on Exhibit A.
- 3.12 **Commercial Establishments Excluded.** This Collection Agreement does not require the Contractor to provide any services to commercial establishments within the City, unless such commercial establishments are specifically identified in Exhibit E and incorporated as a Residential Unit Equivalent. The Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments not defined as City Municipal Facilities or Residential Unit Equivalents.

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

- 4.1 **Collection Routes and Day of Collection.** On or before August 31, 2017, the 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 and/or Recyclable Materials and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste and/or Recyclable Materials will be collected for each collection route within the City (collection of Residential Solid Waste and/or Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the City.) The 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 contractor to provide for public convenience and safety. The Contractor shall perform the Collection Services using the final City-approved collection routes.
- 4.2 **Holidays.** Holidays that may be observed by the Contractor include New Year's Day and Christmas Day, or any other day pre-approved by the City. 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 Contractor shall resume the regular schedule the following week.



- 4.3 **Starting and Ending Time.** Collection of Solid Waste and/or Recyclable Materials 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 Contractor that the 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 two hundred dollars (\$200.00) per occasion from the monthly payment due to Contractor, including the first three occasions. Exhibit E contains additional starting and ending time provisions.
- 4.4 **Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services, the Contractor, at the 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 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 August 31, 2017. There shall be no more than one subsequent mailing per year, and only with the approval of the City Manager.
- 4.5 **Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste and/or Recyclable Materials 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 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). The City may require the Contractor to maintain a list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the City of any changes to that list.
- 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 Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The 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 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 contractors and withhold release of monthly payment in accordance with Section 6.2.

- 4.8 **Damage to Collection Containers.** The Contractor shall exercise due care to avoid damaging collection containers. The Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Contractor. The Contractor shall warrant that any Contractor-provided collection container shall be free from defects; and engineered to last for not less than ten (10) years. Any damaged or broken Contractor-provided collection containers shall be replaced by the Contractor, at the sole cost and expense of the Contractor.
- 4.9 **Violation of Resident Obligations: Refusal to Collect.** Upon the first instance that a Resident places Solid Waste and/or Recyclable Materials for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the 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 and/or Recyclable Materials for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City with copies of all tags left at each Residential Unit pursuant to this section. The 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 Contractor's Employees.** The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by the solid waste district and the local board of health. The 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 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 Contractor shall report any Residential Units not placing collection containers on the collection day. 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.
- 4.12 **Contractor's Response to Complaints.** The City shall notify the Contractor of any complaints received regarding the Contractor's services or performance and suggest corrective measures. The Contractor shall, before 5:00 p.m. and before the last collection vehicle leaves the City at the end of the day of collection, contact the City to determine if any complaints have been received. The 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.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 **Performance Assurance.** The 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 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 Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the 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 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 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 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 100% of the consideration for performance of year one of the Collection Agreement. 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 Contractor, at the 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 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 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 hereto and incorporated herein by reference. The 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 Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.
- 5.6 **Indemnification.** The 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 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 Contractor, anyone directly or indirectly employed by the 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 Contractor shall save, indemnify and hold the City, its Council members, 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 Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the 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 Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 5.6 and 5.7 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 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.

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

- 6.1 **Contractor Billings to City and City Payment.** The 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 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 A, 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 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 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 Contractor. However, the City is under no obligation to accept the validity of any such dispute.

The Contractor shall be paid for the number of Residential Units within the City as agreed to by the City, subject to Section 6.3. As the number of Residential Units being serviced in the City increases or decreases, the Contractor and the City may adjust the number of Residential Units accordingly.

- 6.2 **Deductions from Contractor's Invoice for Non-performance.** If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street three (3) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold payment 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 the City performs cleanup services pursuant to Section 4.7, the City may withhold payment of one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City. 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 Service is not required at the unoccupied or vacant Residential Unit. The City shall notify the Contractor of the addresses of unoccupied or vacant Residential Units. The Contractor shall not invoice the City for Collection Service during the period of time when a Residential Unit is unoccupied or vacant, and the Contractor has been duly notified.
- 6.4 **Annual Review of Generation.** Annually at the request of the City or the Contractor, the Contractor and the City shall meet to review the volumes of Solid Waste and/or Recyclable Materials collected from the City and its Residents and delivered for disposal or processing. 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 in the per household generation of separated Recyclable Materials, the Contractor and the City, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City and its Residents and may provide for additional benefits for the City.
- 6.5 **Adjustment for Changes in Cost of Fuel.** Either the 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 Contractor's invoice received by 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 and/or Solid Waste and/or Recyclable Materials.

The invoice shall include the base 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 the Monday preceding the Bid opening, 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. 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 (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.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, on the collection route, 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 and/or Recyclable Materials 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 and/or Recyclable Materials levied by the United States Federal Government, State of Ohio, a county, township, or solid waste district. The Collection Contractor shall give the City and Residents as much notice as is practicable before adjusting for governmental or generation fee 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  $\div$  12

For Recyclable Materials Processing: (1/3) (per ton price difference)  $\div$  12

In the alternative, the City may elect to have the Collection Contractor provide a monthly invoice for any fee increase based upon the actual monthly tonnage.

- 6.7 **Data Collection and Quarterly Reporting.** The Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the City: (a) a record of the number of Residential Units within the City for which Solid Waste was collected by the Contractor on each regular collection day; (b) a record of the number of Residential Units within the City for which Recyclable Materials was collected by the Contractor on each regular collection day; and (c) a record of the total amount of Solid Waste and/or Recyclable Materials collected within the City pursuant to this Collection Agreement specified in tons, for each day that such Solid Waste and/or Recyclable Materials are delivered for disposal or processing. Upon request of the City, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the disposal or processing facilities. The Contractor shall prepare such records and provide them to the City on not less often than a quarterly basis.

#### **ARTICLE VII – BREACH, CURE, AND TERMINATION**

- 7.1 **Breach of Contract; Termination.** Upon the material failure of the 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 Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The 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 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 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 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 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 Contractor to provide the required Collection Services. Material failure also includes the failure of the 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 Contractor.** The award of this Collection Agreement is based on the ownership and control of the 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 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 Contractor. In the event of such notice of termination, the 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 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 Facility Agreements.** The Contractor is required to deliver Solid Waste and/or Recyclable Materials collected pursuant to the Collection Services Agreement to the facility or facilities identified in the Bid. In the event of the termination of any agreement between the Contractor and the identified facility or facilities through no fault of the Contractor, the Contractor shall be excused from delivering materials to such identified facility or facilities. The Contractor may deliver such materials to an alternate facility selected by the Contractor, upon notice to the City. However, any increase in the cost of providing Collection Services as a result of the termination of Contractor's facility agreement shall be borne by the Contractor.

#### **ARTICLE VIII – MISCELLANEOUS PROVISIONS.**

- 8.1 **Entire Agreement.** This Collection Agreement, Bid Form 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 Contractor, attention Ernt Ball, Municipal Representative (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 Contractor arising out of a breach of this Collection Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the 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 any county in which all or a part of the Collection Services are being rendered.
- 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 Contractor may not assign this Collection Agreement or any of the 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 Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City and the 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 Agreement on the date set forth above.

(SEAL)

ATTEST:

CITY OF Bellbrook, OHIO:

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

The 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.



Gina M. Schueler  
Notary Public, State of Ohio  
My Commission Expires 1-21-2019

ATTEST:

Gina M. Schueler  
(Notary Signature)

Gina M. Schueler  
(Printed Name)

William J. Rumpke, Jr.  
(Signature)

William J. Rumpke, Jr.  
(Printed Name)

President  
(Title)

10795 Hughes Road  
(Street Address)

Cincinnati, Ohio 45251  
(City/State/Zip)

**Exhibit A: SWORRE 2017 Bid  
Sheet**

**Required Services: Curbside Solid Waste & Recycling Collection**

All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed	Unlimited Solid Waste Collection Service, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service, 5 years
Bellbrook (2580 RU) Brookville (2074 RU) Miamisburg (6956 RU)  [Total RU = (11,610)]	Year 1-3 = \$ <u>10.13</u> *  Ext. Year 1 = \$ <u>10.43</u> *  Ext. Year 2 = \$ <u>10.75</u> *	Year 1-5 = \$ <u>10.13</u> *

\* No Fees on Recyclable Materials

Per RU per month surcharge for <b>Recyclables Collection Service</b> with a 64 gallon rolling cart	Weekly Recycling Collection Service, 3 years (with possible +1 year, +1 year extensions)	Weekly Recycling Collection Service, 5 years
Bellbrook (2580 RU) Brookville (2074 RU) Miamisburg (6956 RU)  [Total RU = (11,610)]	Year 1-3 = \$ <u>2.89</u>  Ext. Year 1 = \$ <u>2.98</u>  Ext. Year 2 = \$ <u>3.07</u>	Year 1-5 = \$ <u>2.89</u>

**Optional Services: City of West Carrollton Curbside Recycling Collection**

Per RU per month surcharge for <b>Recyclables Collection Service</b> with a 64 gallon rolling cart	Weekly Recycling Collection Service, 3 years (with possible +1 year, +1 year extensions)	Weekly Recycling Collection Service, 5 years
West Carrollton (4127 RU)	Year 1-3 = \$ <u>2.89</u>  Ext. Year 1 = \$ <u>2.98</u>  Ext. Year 2 = \$ <u>3.07</u>	Year 1-5 = \$ <u>2.89</u>

The base bid price shall not include the Per Residential Per Unit per month Generation Fee Adjustment Factor, which for the Montgomery County Solid Waste Management District (Brookville, Miamisburg, West Carrollton) is \$0.25; and for the Greene Solid Waste Management District (Bellbrook) is \$0.83

<p>Per RU per month surcharge for individual Residential Unit RENTAL of 96 gal., 64 gal., and 32 gal. Solid Waste and/or Recyclable Materials Collection Containers (1)</p>	<p>96 Gallon Year 1-3: \$ <u>2.50</u>  Ext. Year 1: \$ <u>2.50</u>  Ext. Year 2: \$ <u>2.50</u></p> <p>64 Gallon Year 1-3: \$ <u>2.50</u>  Ext. Year 1: \$ <u>2.50</u>  Ext. Year 2: \$ <u>2.50</u></p> <p>32 Gallon Year 1-3: \$ <u>2.50</u>  Ext. Year 1: \$ <u>2.50</u>  Ext. Year 2: \$ <u>2.50</u></p>	<p>96 Gallon Year 1-5: \$ <u>2.50</u></p> <p>64 Gallon Year 1-5: \$ <u>2.50</u></p> <p>32 Gallon Year 1-5: \$ <u>2.50</u></p>
<p>Per RU per month surcharge for residential billing services</p>	<p>Year 1-3 = \$ <u>2.00</u></p> <p>Ext. Year 1 = \$ <u>2.06</u></p> <p>Ext. Year 2 = \$ <u>2.12</u></p>	<p>Year 1-5 = \$ <u>2.00</u></p>
<p>Per unit charge for the provision of cardboard trash receptacles, if available</p>	<p>Year 1-3 = \$ <u>5.00</u></p> <p>Ext. Year 1 = \$ <u>5.00</u></p> <p>Ext. Year 2 = \$ <u>5.00</u></p>	<p>Year 1-5 = \$ <u>5.00</u></p>
<p>Per appliance surcharge for chloroflourocarbon (CFC) removal</p>	<p>Year 1-3 = \$ <u>115.00</u></p> <p>Ext. Year 1 = \$ <u>118.00</u></p> <p>Ext. Year 2 = \$ <u>122.00</u></p>	<p>Year 1-5 = \$ <u>115.00</u></p>

(1) Such bid price is for the rental of collection containers that an individual Residential Unity may request in addition to the collection containers provided to each residential unit pursuant to the Collection Agreement

Provision of an open top roll-off container of up to forty (40) yards capacity for a single event (over and above the roll-off containers provided per the agreement) (2)	Year 1-3 = \$ <u>350.00</u> Ext. Year 1 = \$ <u>360.00</u> Ext. Year 2 = \$ <u>371.00</u>	Year 1-5 = \$ <u>350.00</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) (2)	Year 1-3 = \$ <u>350.00</u> Ext. Year 1 = \$ <u>360.00</u> Ext. Year 2 = \$ <u>371.00</u>	Year 1-5 = \$ <u>350.00</u>
Per pull charge for each additional pull of a dumpster of up to eight (8) yards capacity (over and above the specified number of pulls provided per the agreement)	Year 1-3 = \$ <u>55.00</u> Ext. Year 1 = \$ <u>56.65</u> Ext. Year 2 = \$ <u>58.34</u>	Year 1-5 = \$ <u>55.00</u>

(2) The communities recognize that there may be instances where a thirty (30) cubic yard roll-off container is more appropriate for a single event than a forty (40) cubic yard container. The communities will contact the selected hauler in the event they believe a smaller roll-off container is appropriate.

Per unit per day charge for provision of a portable restroom (if available) (3)	Year 1-3 = \$ <u> ** </u> Ext. Year 1 = \$ <u> ** </u> Ext. Year 2 = \$ <u> ** </u>	Year 1-5 = \$ <u> ** </u>
Per unit charge for emptying a portable restroom (if available)	Year 1-3 = \$ <u> ** </u> Ext. Year 1 = \$ <u> ** </u> Ext. Year 2 = \$ <u> ** </u>	Year 1-5 = \$ <u> ** </u>
Per unit charge for the provision of a portable sink or portable wash station (if available)	Year 1-3 = \$ <u> ** </u> Ext. Year 1 = \$ <u> ** </u> Ext. Year 2 = \$ <u> ** </u>	Year 1-5 = \$ <u> ** </u>
Per hour charge for the provision of a Solid Waste collection vehicle and driver (if available) (4)	Year 1-3 = \$ <u> 175.00 * </u> Ext. Year 1 = \$ <u> 180.25 * </u> Ext. Year 2 = \$ <u> 185.65* </u>	Year 1-5 = \$ <u> 175.00 * </u>

(3) Please include information if provision of a portable restroom that is compliant with the Americans with Disabilities Act of 1990 (ADA) incurs an additional charge.

(4) Please specify the type or types of vehicles available, and state whether bid price is inclusive or exclusive of the costs of disposal.

\* Plus disposal at Montgomery County Transfer Station

\*\* Please see Attachment # 1



Waste & Recycling Services

**EXHIBIT A: SWORRE 2017 BID SHEET**

**Attachment #1**

**PORTABLE RESTROOMS**

Unit	Weekend (Special Event)	Extra Service	Monthly (Includes Rental and Weekly Service)
<b>Years 1-3</b>			
Standard Toilets	\$70.00 – 1-7 Units	\$35.00	\$70.00 – 1-7 Units
	\$65.00 – 8-15 Units	\$30.00	\$65.00 – 8-15 Units
	\$60.00 – 15-20 Units	\$25.00	\$60.00 – 15-20 Units
	\$55.00 – 20+ Units	\$20.00	\$55.00 – 20+ Units
Handicapped Toilets	\$85.00 – 1-7 Units	\$35.00	\$85.00 – 1-7 Units
	\$80.00 – 8-15 Units	\$30.00	\$80.00 – 8-15 Units
	\$75.00 – 15-20 Units	\$25.00	\$75.00 – 15-20 Units
	\$70.00 – 20+ Units	\$20.00	\$70.00 – 20+ Units
Portable Wash Stations	\$70.00 – 1-7 Units		\$70.00 – 1-7 Units
	\$65.00 – 8-15 Units		\$65.00 – 8-15 Units
	\$60.00 – 15-20 Units		\$60.00 – 15-20 Units
	\$55.00 – 20+ Units		\$55.00 – 20+ Units
<b>Ext. Year 1</b>			
Standard Toilets	\$72.10 – 1-7 Units	\$36.00	\$72.10 – 1-7 Units
	\$66.95 – 8-15 Units	\$31.00	\$66.95 – 8-15 Units
	\$61.80 – 15-20 Units	\$26.00	\$61.80 – 15-20 Units
	\$56.65 – 20+ Units	\$21.00	\$56.65 – 20+ Units
Handicapped Toilets	\$87.55 – 1-7 Units	\$36.00	\$87.55 – 1-7 Units
	\$82.40 – 8-15 Units	\$31.00	\$82.40 – 8-15 Units
	\$77.25 – 15-20 Units	\$26.00	\$77.25 – 15-20 Units
	\$72.10 – 20+ Units	\$21.00	\$72.10 – 20+ Units
Portable Wash Stations	\$72.10 – 1-7 Units		\$72.10 – 1-7 Units
	\$66.95 – 8-15 Units		\$66.95 – 8-15 Units
	\$61.80 – 15-20 Units		\$61.80 – 15-20 Units
	\$56.65 – 20+ Units		\$56.65 – 20+ Units
<b>Ext. Year 2</b>			
Standard Toilets	\$74.25 – 1-7 Units	\$37.00	\$74.25 – 1-7 Units
	\$68.95 – 8-15 Units	\$32.00	\$68.95 – 8-15 Units
	\$63.65 – 15-20 Units	\$27.00	\$63.65 – 15-20 Units
	\$58.35 – 20+ Units	\$22.00	\$58.35 – 20+ Units
Handicapped Toilets	\$90.15 – 1-7 Units	\$37.00	\$90.15 – 1-7 Units
	\$84.85 – 8-15 Units	\$32.00	\$84.85 – 8-15 Units
	\$79.55 – 15-20 Units	\$27.00	\$79.55 – 15-20 Units
	\$74.25 – 20+ Units	\$22.00	\$74.25 – 20+ Units
Portable Wash Stations	\$74.25 – 1-7 Units		\$74.25 – 1-7 Units
	\$68.95 – 8-15 Units		\$68.95 – 8-15 Units
	\$63.65 – 15-20 Units		\$63.65 – 15-20 Units
	\$58.35 – 20+ Units		\$58.35 – 20+ Units



**Years 1-5**

Standard Toilets	\$70.00 – 1-7 Units	\$35.00	\$70.00 – 1-7 Units
	\$65.00 – 8-15 Units	\$30.00	\$65.00 – 8-15 Units
	\$60.00 – 15-20 Units	\$25.00	\$60.00 – 15-20 Units
	\$55.00 – 20+ Units	\$20.00	\$55.00 – 20+ Units
Handicapped Toilets	\$85.00 – 1-7 Units	\$35.00	\$85.00 – 1-7 Units
	\$80.00 – 8-15 Units	\$30.00	\$80.00 – 8-15 Units
	\$75.00 – 15-20 Units	\$25.00	\$75.00 – 15-20 Units
	\$70.00 – 20+ Units	\$20.00	\$70.00 – 20+ Units
Portable Wash Stations	\$70.00 – 1-7 Units		\$70.00 – 1-7 Units
	\$65.00 – 8-15 Units		\$65.00 – 8-15 Units
	\$60.00 – 15-20 Units		\$60.00 – 15-20 Units
	\$55.00 – 20+ Units		\$55.00 – 20+ Units



# RECORD OF ORDINANCES

Ordinance No. 2017-8

September 25, 2017

## City of Bellbrook

### Ordinance No. 2017-8

#### **An Ordinance Amending Chapter 1450 “Property Maintenance Code” of the Bellbrook Municipal Code.**

WHEREAS, the City of Bellbrook has enacted Chapter 1450 of the Bellbrook Municipal Code which is entitled “Property Maintenance Code”; and

WHEREAS, the purpose of Chapter 1450 is to protect the peace, health, safety and welfare of the citizens of Bellbrook; and

WHEREAS, the City desires to amend Chapter 1450 of the Bellbrook Municipal Code to allow for the assessment of civil penalties for violations of the Property Maintenance Code.

#### **Now, Therefore, The City of Bellbrook Hereby Ordains:**

Section 1. That the following amendments to Chapter 1450 “Property Maintenance Code” of the Bellbrook Municipal Code be approved with additions shown by italics and underlined and deletions shown by strikethrough and brackets:

§1450.11. - Notices and orders.

(a) Informal resolution of violation. The Code Official may, at his or her discretion, attempt to informally resolve violations or suspected violations of this Code without issuing the notices and orders in the manner prescribed below. The Code Official shall be encouraged to utilize this procedure to the extent practical to achieve compliance with this Code.

(b) Formal resolution of violations; notice.

- (1) When the Code Official is unsuccessful in achieving compliance with this Code using the informal procedure prescribed above, or, at his or her discretion, does not utilize the informal procedure described above, then the Code Official shall utilize the following formal procedure to resolve a violation or suspected violation of this Code.
- (2) Whenever the Code Official determines that there has been a violation of this Code or has reasonable grounds to believe that a violation has occurred, or whenever the Code Official has condemned any structure or equipment under the provisions of this Code, notice shall be given to the owner or the person or persons responsible therefor in the manner prescribed below. If the Code Official has condemned the property or part thereof, the Code Official shall give notice to the owner and to the occupants of the intent to placard and to vacate the property or to order equipment out of service.

# RECORD OF ORDINANCES

Ordinance No. 2017-8

September 25, 2017

(c) Form of notice. Such notice prescribed above shall:

- (1) Be in writing;
- (2) Include a description of the real estate sufficient for identification;
- (3) Include a statement of the reason or reasons why it is being issued;
- (4) Include a correction order allowing a reasonable time for the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code; ~~and~~

(5) Include a statement that civil and criminal penalties may be assessed if the repairs and improvements required are not completed by the stated date;

~~[(5)]~~ (6) Inform the property owner of the right to appeal to the Bellbrook Property Review Commission. If a property owner desires such an appeal, a notice of appeal must be filed with the Code Official within twenty (20) days from receipt of the notice.

~~[(6)]~~ (7) When applicable, include a statement of the right to file a lien.

(d) Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

- (1) Delivered personally;
- (2) Sent by certified or first-class mail to the last known address; or
- (3) If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

(e) Service on occupant. When a condemnation order is served on an occupant other than the owner or person responsible for compliance, a reasonable time to vacate the property after noncompliance shall be stated. Owners or persons responsible for compliance must vacate at the time set for correction of defects if there is failure of compliance.

(f) Penalties. Penalties for noncompliance with orders and notices shall be as set forth in this Code.

(g) Transfer of ownership. No owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served, shall sell, transfer, mortgage, lease or otherwise dispose of the property to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the Code Official and shall furnish to the Code Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of

# RECORD OF ORDINANCES

Ordinance No. 2017-8

September 25, 2017

violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

§1450.99. - Violations: legal and equitable remedies.

(a) Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Code.

(b) Any person failing to comply with a notice of violation or order served in accordance with this Code shall be deemed guilty of a misdemeanor of the fourth degree and shall not be fined more than two hundred fifty dollars (\$250.00) or imprisoned not more than 30 days, or both, and the violation shall be considered a strict liability offense.

(c) If the notice of violation is not complied with, the Code Official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Code or of the order or direction made pursuant thereto.

(d) Any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be certified to the County Auditor for collection, the same as other taxes and assessments are collected.

(e) A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(f) In addition to any other remedy or penalty provide in the Property Maintenance Code or the Ohio Revised Code, an owner who fails to comply with a notice of violation or order served in accordance with this Code may incur a civil penalty.

(g) The Code Official shall provide notice to the owner of a civil penalty in accordance with Section 14501.11 Notices and Orders.

(h) Any violation of the Property Maintenance Code that is a first offense shall be twenty-five dollars (\$25) per day, per offense, or two hundred fifty dollars (\$250) per offense total.

(i) Any violation of the Property Maintenance Code that is a second offense shall be fifty dollars (\$50) per day, per offense, or five hundred dollars (\$500) per offense total.

(j) Any violation of the Property Maintenance Code that is a third offense shall be seventy-five dollars (\$75) per day, per offense, or seven hundred fifty dollars (\$750) per offense total.

~~(k)~~ (k) Nothing herein contained shall prevent the City from taking such other lawful action as necessary to prevent or remedy any violation.

Section 2. This ordinance shall take effect and be in force from and after the earliest period provided by law.

# RECORD OF ORDINANCES

Ordinance No. 2017-8

September 25, 2017

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Robert L. Baird, Mayor

\_\_\_\_\_  
Jami L. Kinion, Clerk of Council

APPROVED AS TO FORM:  
Patricia N. Campbell, Municipal Attorney

# RECORD OF RESOLUTIONS

Resolution No. 2017-BB

September 11, 2017

## City of Bellbrook

### Resolution No. 2017-BB

#### **A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor.**

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2018; and

WHEREAS, the Budget Commission of Greene County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

Section 2. That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as attached hereto.

Section 3. That the Clerk of this Council be, and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Section 4. That this resolution shall take effect and be in force forthwith.

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Robert L. Baird, Mayor

---

Jami L. Kinion, Clerk of Council

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(CITY COUNCIL)

Rev. Code, Secs. 5705.34, 5705.35

The Council of the City of Bellbrook \_\_\_\_\_, Greene \_\_\_\_\_  
County, Ohio, met in \_\_\_\_\_ Session On the \_\_\_\_\_ day of \_\_\_\_\_,  
(Regular or Special)  
20 \_\_\_\_\_, at the office of \_\_\_\_\_ with, the following members  
present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mr. \_\_\_\_\_ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 20 \_\_\_\_\_; and

WHEREAS, The Budget Commission of Greene \_\_\_\_\_ County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation; therefore be it

RESOLVED, By the Council of the City of Bellbrook \_\_\_\_\_ Greene \_\_\_\_\_ County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:



**SCHEDULE A**

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget, Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	Column IV	V	VI
General Fund	\$210,000.00	\$445,000.00	2.70	1.30
General Bond Retirement Fund				
Police Pension		\$50,000.00	0.30	
Park Fund				
Recreation Fund				
Police Protection Fund	\$1,485,000.00			9.30
Fire Protection Fund	\$840,000.00			5.90
<b>TOTAL</b>	<b>\$2,535,000.00</b>	<b>\$495,000.00</b>	<b>3.00</b>	<b>16.50</b>

**SCHEDULE B**

**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Maximum Rate Authorized to Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column 11)
General Fund:		
Current expense levy authorized by voters on May 2, 2017 for not to exceed five (5) years.	1.30	\$210,000.00
Current expense levy authorized by voters on for not to exceed years.		
Total General Fund outside 10 m. Limitation.	1.30	\$210,000.00
Park Fund: Levy authorized by voters on for not to exceed years.		
Recreation Fund: Levy authorized by voters on for not to exceed years.		
Police Fund: Levy authorized by voters on November 7, 2006 for not to exceed Indef. years.	3.90	\$630,000.00

Police Protection	Fund: Levy authorized by voters on November 8,	2011	2.90	\$478,000.00
	, for not to exceed Indef. years.			
Police Protection	Fund: Levy authorized by voters on November 4, 2003		2.50	\$377,000.00
	, for not to exceed Indef. years.			
Fire Protection Fund:	Levy authorized by voters on November 3,	1998	3.90	\$510,000.00
	, for not to exceed Indef. years.			
Fire Protection Fund:	Levy authorized by voters on May 5,	2009	2.00	\$330,000.00
	, for not to exceed Indef. years.			
<b>TOTAL</b>			16.50	\$2,535,000.00

and. be it further

*RESOLVED, That the Clerk of this Council be, and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.*

Mr. .... seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

- Mr. ....,
- Mr. ....,
- Mr. ....,
- Mr. ....,
- Mr. ....,
- Mr. ....,
- Mr. ....,

Adopted the ..... day of ....., 20 .....

Attest:

.....  
President of Council

.....  
Clerk of Council

# CERTIFICATE TO COPY

ORIGINAL ON FILE

The State of Ohio, Greene County, ss.

I, \_\_\_\_\_, Clerk of the Council of the City of  
Bellbrook, within and for said County, and in whose  
custody the Files and Records of said Council are required by the Laws of the State of  
Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original

now on file, that the foregoing has been compared by me with said original document,  
and that the same is a true and correct copy thereof.

WITNESS my signature, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

1. A copy of this Resolution must be certified to the County Auditor before the first day of October, or at such later date as may be approved by the Board of Tax Appeals

No. \_\_\_\_\_

\_\_\_\_\_  
COUNCIL OF THE CITY OF

\_\_\_\_\_  
County, Ohio.

RESOLUTION  
ACCEPTING THE AMOUNTS AND RATES AS  
DETERMINED BY THE BUDGET COM-  
MISSION AND AUTHORIZING THE NECES-  
SARY TAX LEVIES AND CERTIFYING  
THEM TO THE COUNTY AUDITOR.  
(City Council)

Adopted \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_  
Clerk

Filed \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_  
County Auditor

By \_\_\_\_\_ Deputy