



Prepared: 08/02/2017
Introduced: 08/15/2017
Revised:
Adopted: 09/05/2017
Effective: 09/05/2017

ORDINANCE O-13-2017

AN ORDINANCE TO AMEND CHAPTER 351 OF THE CODE OF ORDINANCES ENTITLED "PARKING GENERALLY" BY AMENDING SECTION 351.13, ENTITLED "PARKING ON POSTED PRIVATE PROPERTY" TO INCLUDE PARKING ON PUBLIC PROPERTY

WHEREAS, With the recent development in the Village Center it is necessary to amend Section 351.13 of the Code of Ordinances to regulate parking in public parking lots; and

WHEREAS, Council finds that this amendment to Chapter 351 will protect and preserve the public health safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio:

Section 1: That Section 351.13 of the Code of Ordinances of New Albany be amended as follows:

351.13 - PARKING ON POSTED PUBLIC AND PRIVATE PROPERTY

(a) If an owner of private property posts on the property in a conspicuous manner, prohibition against parking on the property or conditions and regulations under which parking is permitted, no person shall do either of the following:

- (1) Park a vehicle on the property without the owner's consent;
- (2) Park a vehicle on the property in violation of any condition or regulation posted by the owner.

(b) No vehicle shall be parked on public property in violation of rules and regulations established by the City Manager, designee or the governmental agencies controlling the public property.

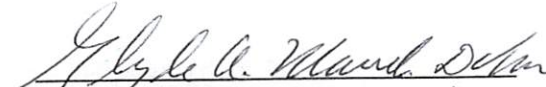
(c) Whoever violates this section is guilty of a minor misdemeanor.

Section 2: That it is hereby found and determined that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and any of its committees and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

Section 3. This ordinance is declared to be in full force and effect from and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 5th day of September, 2017.

Attest:


Sloan T. Spalding Glyde A. Marsh,
Mayor Acting Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchefsky
Law Director

**CERTIFICATION BY CLERK OF COUNCIL
OF PUBLICATION OF LEGISLATION**

I certify that copies of Ordinance **O-13-2017** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on September 6, 2017.


Jennifer Mason, Clerk of Council

9/6/17
Date



Prepared: 08/23/2017
Introduced: 09/05/2017
Revised:
Adopted: 09/05/2017
Effective: 09/05/2017

RESOLUTION R-39-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO RENEW THE CITY'S AGREEMENT WITH RUMPKKE OF OHIO, INC. FOR THE ACCEPTANCE AND PROCESSING OF RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM THE CITY OF NEW ALBANY, OHIO

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the City may establish such collection systems and 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 guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the city from a single contractor on an exclusive basis ("Recycling Services"); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for processing of recyclable materials, the city determined that the contractor is qualified to provide the Recycling Services to the city and approved the award of the Agreement to the contractor; and

WHEREAS, the contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or legitimate recycling facility for the processing of recyclable materials, known as Rumpke Recycling, and located at 1191 Fields Avenue, Columbus, Ohio, 43201 ("Identified Facility"); and

WHEREAS, in response to the bid documents, entirely incorporated herein by reference, the contractor submitted a bid to become the sole provider of recycling services for recyclable materials generated at residential units and municipal facilities and during special events located within the city; and

WHEREAS, the city has accepted and awarded a separate contract to a collection contractor, for the collection, transportation and delivery of all recyclable materials generated at residential units and municipal facilities and during special events located within the city; and

WHEREAS, in reliance upon the contractor's bid, the city requires that the collection contractor deliver all recyclable materials to the contractor's Identified Facility for processing by the contractor; and

WHEREAS, the city has decided to renew the terms and conditions for the recycling services in conformance with the bid documents, the executed recycling services Agreement, this Renewal Agreement and the contractor's pricing for 2018; and

WHEREAS, pursuant to the Collection Agreement, the contractor will make payment, if any, to the city for the acceptance and processing of recyclable materials in such amounts as provided in the bid form attached and incorporated herein by reference; and

WHEREAS, the city and the contractor each represents that it has the authority to execute this Agreement for the recycling services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio:

Section 1: That the City Council of New Albany, Ohio does hereby reject all other bids for the acceptance and processing of recycling materials generated in and collected from New Albany.


Section 2: That the City Council of New Albany, Ohio does hereby authorize the City Manager to enter into a Recycling Services Agreement with Rumpke of Ohio, Inc. pursuant to the Agreement (Exhibit A).

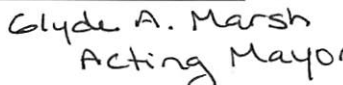
Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 4. Pursuant to Article 6.07 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 5th day of September, 2017.

Attest:


Storan T. Spalding
Mayor


Clyde A. Marsh
Acting Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchefsky
Law Director

EXHIBIT A – R-39-2017

**RENEWAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF
RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM
THE CITY OF NEW ALBANY, OHIO**

THIS RENEWAL AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within The City of New Albany, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this ____ day of _____ 2017, is by and between The City of New Albany, Ohio (“City”), with its offices located at 45 Second Street, PO Box 273, New Albany, Ohio 43054, and Rumpke of Ohio, Inc. (“Contractor”), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio, 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the City may establish such collection systems and 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 guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City from a single Contractor on an exclusive basis (“Recycling Services”); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for processing of Recyclable Materials, the City determined that the Contractor is qualified to provide the Recycling Services to the City and approved the award of the Agreement to the Contractor; and

WHEREAS, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as Rumpke Recycling, and located at 1191 Fields Avenue, Columbus, Ohio, 43201 (“Identified Facility”); and

WHEREAS, in response to the Bid Documents, entirely incorporated herein by reference, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, the City has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, in reliance upon the Contractor's Bid, the City requires that the Collection Contractor deliver all Recyclable Materials to the Contractor's Identified Facility for processing by the Contractor; and

WHEREAS, the City has decided to renew the terms and conditions for the Recycling Services in conformance with the Bid Documents, the executed Recycling Services Agreement, this Renewal Agreement and the Contractor's pricing for 2018; and

WHEREAS, pursuant to the Collection Agreement, the Contractor will make payment, if any, to the City for the acceptance and processing of Recyclable Materials in such amounts as provided in the Bid Form attached hereto as Exhibit A and incorporated herein by reference; and

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

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

The indicated paragraphs of the Recycling Agreement are supplemented to include the following revised language:

- 2.1 **Effective Date and Term.** The term of this Agreement shall be for one (1) year, beginning on January 1, 2018 and terminating on December 31, 2018.
- 2.2 **Renewal Terms.** This Agreement may be renewed for up to one (1) additional consecutive year, upon the sole discretion of the City, at a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A.
- 3.2 **Charges for Recycling Services.** The Contractor agrees that it shall charge zero dollars (\$0.00) per ton, or pay to the City a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the City or its Residents.

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

THE CITY OF NEW ALBANY, OHIO:

(Signature)

(Printed Name)

(Title)

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

RUMPKE OF OHIO, INC.

Name

10795 Hughes Road

Street Address

Cincinnati, Ohio 45251

City / State / Zip

Signature

Title

EXHIBIT A

BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS

Three Years (with possible +1, +1 year extension)	Five Years
Per ton bid price for processing of Recyclable Materials*	Per ton bid price for processing of Recyclable Materials*
2015-2017 \$ 0.00** 2018 \$ 0.00** 2019 \$ 0.00**	2015-2019 \$ 0.00**

* If compensation is proposed as an incentive to share Recyclable Materials revenues with the Participating Communities, please express the dollar amount as a positive per ton amount to be paid to the Participating Communities, indicated with a (+) sign. If an alternative revenue-sharing proposal is offered, for example, such as compensation to the Participating Communities if sales of Recyclable Materials reach a certain price point on the open market, please include complete details of any such proposal on a separate page.

Please circle AT LEAST seven (7) of the following materials that Bidder intends to process: plastic containers (including plastics 1-7), corrugated cardboard, office paper, newspaper, glass containers, steel containers, aluminum containers (food and beverage containers only), lead acid batteries, major appliances, or wood packaging and pallets.

Bids for Processing of Recyclable Materials are due March 18, 2014.

**See Attachment #1 for Revenue Sharing Program

EXHIBIT A
BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS

***Attachment #1
Recyclable Materials Revenue Sharing Program***

Rumpke is pleased to provide the 2014 Consortium participating communities a financial incentive program that shares in the risk and rewards of the recycling commodities market. Rumpke is proposing a revenue sharing plan to reward the participating communities for recyclables collected within their respective City or Township.

Recyclable Materials Revenue Sharing Program
Rumpke will compensate each City/Township for all tonnage collected within their respective City/Township based on the following formula:
<u>Index:</u> As published in the <u>Official Board Markets (OBM)</u> , 1 st Issue of month, Newspaper (8) Chicago market, High-side price
<u>Benchmark or Trigger Price:</u> \$125.00/ton, Newspaper #8
<u>Formula:</u> Rumpke will share evenly (50/50) with each City/Township any increase in the OBM published price of Newspaper (8) above the established benchmark of \$125.00/ton. Formula is calculated on a monthly basis.
<u>Tonnage Calculation:</u> Payment to each City/Township is based on <u>all</u> of the collected single-stream recyclables. The payment is based on collecting commercial single stream that does not exceed an aggregate contamination rate of greater > than 10%.



Prepared: 08/23/2017
Introduced: 09/05/2017
Revised:
Adopted: 09/05/2017
Effective: 09/05/2017

RESOLUTION R-40-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO RENEW THE CITY'S AGREEMENT WITH RUMPKE OF OHIO, INC. FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY OF NEW ALBANY, OHIO

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the city may establish such collection systems and solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of solid waste, including recyclable materials and yard waste, generated within the city; and

WHEREAS, the city has determined that it is in the best interests of its residents that the city arrange for the collection, transportation and delivery for disposal or processing of all solid waste, recyclable materials and yard waste generated at residential units and municipal facilities located within the city from a single contractor on an exclusive basis ("Collection Services"); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste 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 Agreement to the contractor; and

WHEREAS, solid waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the city has selected Rumpke of Ohio, Inc. to provide recycling services, so recyclable materials shall be delivered to 1191 Fields Avenue, Columbus Ohio 43201; and yard waste may be delivered to any yard waste services provider that has a contract with SWACO; and

WHEREAS, the city has decided to renew the terms and conditions for the Collection Services in conformance with the bid documents, the executed Collection Agreement, this Renewal Agreement and the contractor's pricing for 2018; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio:

Section 1: That the City Council of New Albany, Ohio does hereby reject all other bids for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials, and Yard Waste.

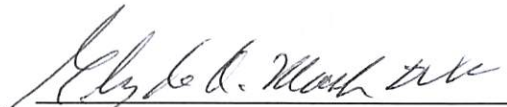
Section 2: That the City Council of New Albany, Ohio does hereby authorize the City Manager to enter into a Collection Services Agreement with Rumpke of Ohio, Inc. pursuant to the Agreement (Exhibit A).


Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 4. Pursuant to Article 6.07 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 5th day of September, 2017.

Attest:


Sloan T. Spalding Clyde A. Marsh
Mayor Acting Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchefsky
Law Director

EXHIBIT A – R-40-2017

RENEWAL AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY OF NEW ALBANY, OHIO

This Renewal Agreement for the collection, transportation and delivery for disposal or processing of Residential Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within The City of New Albany, Ohio (the “Agreement” or “Collection Agreement”) entered into this ____ day of _____, 2017, is by and between The City of New Albany, Ohio (“City”) and Rumpke of Ohio, Inc. (“Contractor”), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

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

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste 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 Agreement to the Contractor; and

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

WHEREAS, the City has decided to renew the terms and conditions for the Collection Services in conformance with the Bid Documents, the executed Collection Agreement, this Renewal Agreement and the Contractor’s pricing for 2018; and

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

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

The following paragraphs of the Collection Agreement are supplemented to include the following language:

2.2 **Effective Date and Term.** The term of this Agreement shall be for one (1) year, beginning on January 1, 2018, and terminating December 31, 2018.

2.3 **Renewal Terms.** This Agreement may be renewed for one (1) additional consecutive year upon the sole discretion of the City.

6.1 **Contractor to Bill and Obtain Payment of Service Charges from Residential Units as Agent of the City.** All terms and conditions in the original Agreement shall remain in effect for the term of this renewal, except that the base bid price per residential unit in 2018 shall be \$16.22 (\$16.47 - \$0.25 for SWACO reduced tipping fee).

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

The City of New Albany, Ohio:

Signature

Name / Title: _____
(Please print)

THE PERSON SIGNING SHALL, IN OWN HANDWRITING SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE, WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

RUMPKE OF OHIO, INC.
Name

10795 Hughes Road
Street Address

Cincinnati, Ohio 45251
City / State / Zip

Signature

Title

EXHIBIT A - BID FORMS - PART I

STATUS QUO BID*	Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials** - three year term with two option years (1/1/15 - 12/31/17; 2018, 2019 at sole option of each Participating Community)	Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials** - five year term (1/1/15 - 12/31/19)
	<div>\$ 15.53</div> <div>(2015-2017)</div> <div>\$ 16.47</div> <div>(2018)</div> <div>\$ 16.96</div> <div>(2019)</div>	<div>\$ 16.47</div> <div>(2015 - 2019)</div>

* The "STATUS QUO BID" is described as follows: the Collection Contractor must provide each Residential Unit in New Albany and Plain Township with a 96 gallon wheeled Recyclable Materials collection container. The Cities of Dublin and Reynoldsburg supply City-owned Recyclable Materials collection containers to Residential Units, which the Collection Contractor must collect. Each Residential Unit in every other Participating Community must be supplied with one (or two at the option of an individual Resident) 18 gallon lidded Recyclable Materials collection container. All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited, and shall include collection of Bulk Items on each regularly scheduled collection day from the usual point of pickup, without the Resident having to call ahead.

** All prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or In-district Transfer Station operated by SWACO, the Participating Communities' Designated Facility for Solid Waste. Yard Waste may be delivered to any In-district Yard Waste composting facility under contract with SWACO for the acceptance of residential Yard Waste for composting at no cost. Finally, the Participating Communities have secured a bid price of \$0.00 per ton tipping fee for Recyclable Materials delivered to Rumpke Waste Removal and Recycling, 1191 Fields Ave, Columbus, OH 43201, which shall be the Participating Communities' Designated Facility for Recyclable Materials processing unless the Successful Bidder makes other Recyclable Materials processing arrangements, subject to the approval of each Participating Community. All prices shall also be inclusive of services provided to Municipal Facilities at no extra charge, detailed on each Participating Community's Exhibit B to the Collection Agreement.



Prepared: 08/24/2017
Introduced: 09/05/2017
Revised:
Adopted: 09/05/2017
Effective: 09/05/2017

RESOLUTION R-41-2017

A RESOLUTION TO ACCEPT A 10.505 ACRE AND 0.080 ACRE TRACT OF LAND FROM MBJ HOLDINGS LLC FOR THE PURPOSE OF PUBLIC RIGHT OF WAY

WHEREAS, the tracts of land are generally located along the west side of Beech Road, south of Worthington Road and north of Morse Road; and

WHEREAS, the land parcels currently extend to the centerline of the road and Beech Road has historically been served by way of a highway easement. The property owner requests to dedicate the highway easement area to the city as public right-of-way; and

WHEREAS, the city engineer has reviewed the newly created lots and commented this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of right of way.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

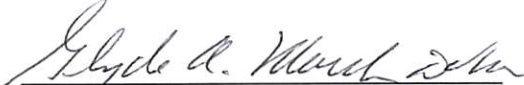
Section 1. The city manager is hereby authorized to accept a 10.505 acre and 0.080 acre donation of land from MBJ Holdings LLC for the purpose of public right of way.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3. Pursuant to Article VI, Section 6.07(a) of the charter of the City of New Albany, this resolution shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 5th day of September, 2017.

Attest:


Sloan T. Spalding
Mayor
Clyde A. Marsh
Acting Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchefsky
Law Director



Prepared: 08/23/2017
Introduced: 09/05/2017
Revised:
Adopted: 09/05/2017
Effective: 09/05/2017

RESOLUTION R-42-2017

A RESOLUTION TO WAIVE THE COMPETITIVE BIDDING REQUIREMENT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT TO ACQUIRE A PACKAGED SANITARY SEWER LIFT STATION TO SERVICE IMMINENT AND FUTURE DEVELOPMENT SOUTH OF STATE ROUTE 161 ALONG THE BEECH ROAD CORRIDOR

WHEREAS, the City of New Albany desires to expedite the contract for the installation of a packaged sanitary sewer lift station, due to the significant lead time to acquire such equipment; and

WHEREAS, the additional time necessary to prepare formal bid documents and follow a traditional public bid process will likely result in a delay in providing timely sanitary sewer service necessary to meet economic development commitments to currently planned projects along the Beech Road corridor; and

WHEREAS, due to the limited number of equipment suppliers (three) that produce such specialized packaged sanitary sewer lift stations, the city will solicit proposals from all three providers from which the administration will select the lowest and best proposal; and

WHEREAS, Section 9.04 (C) of the New Albany Charter, entitled "Waiver of Competitive Bidding" provides that council may by a vote of no less than five members waive competitive bidding "...if council determines that a waiver...is in the best interests of the [Village]"; and

WHEREAS, it is estimated that the cost of the mechanical equipment should not exceed \$300,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, State of Ohio, Counties of Franklin and Licking, that:


Section 1. That council hereby finds that for the reasons set forth in the "WHEREAS" clauses herein, a waiver of competitive bidding requirement is in the city's best interests, and such requirement is hereby waived, pursuant to Article 9.04(C) of the New Albany Charter.

Section 2. The city manager is hereby authorized to execute all necessary contracts with the selected company for the purchase of a packaged sanitary sewer lift station.

Section 3. Pursuant to Article 6.07 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 5th day of September, 2017.

Attest:


Sloan T. Spalding ~~Clyde A. Marsh~~
Mayor Acting Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchevsky
Law Director



Prepared: 08/24/2017
Introduced: 09/05/2017
Revised:
Adopted: 09/05/2017
Effective: 09/05/2017

RESOLUTION R-43-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ADVERTISE, BID, AWARD AND EXECUTE ALL CONTRACTS RELATED TO INFRASTRUCTURE PROJECTS NECESSARY TO SERVICE IMMINENT AND FUTURE DEVELOPMENT SOUTH OF STATE ROUTE 161 ALONG THE BEECH ROAD CORRIDOR

WHEREAS, the infrastructure projects include the extension of +/- 7,500 feet of sanitary sewer, +/- 22,000 feet of waterline, a waterline booster station, the reconstruction and expansion of Beech Road between Smith's Mill Road and Morse Road, and +/- 1,900 feet of a new east-west connector road; and

WHEREAS, the completion of the road infrastructure improvements will provide for enhanced vehicular and pedestrian access and will support continued economic development along the Beech Road corridor, south of State Route 161; and

WHEREAS, the completion of the sanitary sewer infrastructure will provide service to approximately +/- 900 acres south of State Route 161 and the water infrastructure will provide service along the entire Beech Road corridor as well as supplement the existing water supply to the New Albany International Business Park; and

WHEREAS, the engineer's estimate for the base bid for the subject sanitary sewer improvements is \$4,300,000; and

WHEREAS, the engineer's estimate for the base bid for the subject waterline improvements is \$14,800,000; and

WHEREAS, the engineer's estimate for the base bid for the subject roadway improvements is \$11,800,000 of which \$2.5 million is committed from Ohio Development Services Agency and the Ohio Department of Transportation; and

WHEREAS, the subject roadway improvements are consistent with city's 2014 Strategic Plan and the associated utility extensions will support current and future development opportunities.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized and directed to advertise for bids, award contracts and execute all contractual documents necessary to accomplish the construction of said infrastructure projects.

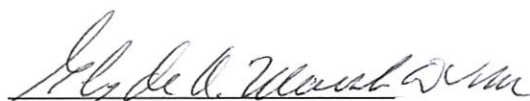
Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in

meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3. Pursuant to Article VI, Section 6.07(a) of the charter of the City of New Albany, this resolution shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 5th day of September, 2017.

Attest:


~~Sloan T. Spalding~~ Glyde A. Marsh
~~Mayor~~ Acting Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchefsky
Law Director