



CITY COUNCIL REGULAR MEETING AGENDA **Monday, May 09, 2022 at 7:00 PM**

15 East Franklin Street Bellbrook, Ohio 45305
T (937) 848-4666 | www.cityofbellbrook.org

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF THE MINUTES**
 - [A.](#) Approval of the April 25, 2022 regular meeting minutes.
- 5. MAYOR'S ANNOUNCEMENTS AND SPECIAL GUEST**
- 6. CITIZEN COMMENTS**
- 7. CITIZENS REGISTERED TO SPEAK ON AGENDA ITEMS**
- 8. PUBLIC HEARING OF PROPOSED ORDINANCES**
- 9. INTRODUCTIONS OF ORDINANCES**
 - [A.](#) Ordinance 2022-O-6 REPEALING AND AMENDING CHAPTER 1450 – PROPERTY MAINTENANCE CODE OF THE BELLBROOK CODE OF ORDINANCES (Middlestetter)
- 10. ADOPTION OF RESOLUTIONS**
 - [A.](#) Resolution 2022-R-14 URGING THE BELLBROOK SUGARCREEK PARK DISTRICT BOARD OF COMMISSIONERS TO APPROVE SPECIAL EVENT PERMIT-BASED ALCOHOL SALES AND CONSUMPTION IN BELLBROOK PARK (Hoke)
- 11. OLD BUSINESS**
- 12. NEW BUSINESS**
 - [A.](#) Trash Collection Bid Discussion
 - [B.](#) Discussion about increasing electricity costs, and possibility of following through with energy aggregation option for community.
- 13. CITY MANAGER'S REPORT**
- 14. COMMITTEE REPORTS**
 - A. Safety Committee
 - B. Service Committee
 - C. Finance/Audit Committee
 - D. Community Affairs Committee
- 15. CITY OFFICIAL COMMENTS**
- 16. EXECUTIVE SESSION**
- 17. ADJOURNMENT**

File Attachments for Item:

A. Approval of the April 25, 2022 regular meeting minutes.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
April 25, 2022

Item A. Section 4, Item

CALL THE MEETING TO ORDER:

Mayor Schweller called the Regular Meeting of the Bellbrook City Council to order at 7:00pm

PLEDGE OF ALLEGIANCE:

Mayor Schweller led the Council in the Pledge of Allegiance.

ROLL CALL:

PRESENT

Mrs. Katherine Cyphers

Mr. Forrest Greenwood

Mr. Brady Harding

Mr. Ernie Havens

Mr. T.J. Hoke

Mrs. Elaine Middlestetter

Mayor Mike Schweller

ALSO PRESENT:

Rob Schommer, City Manager

APPROVAL OF MINUTES:

Mayor Schweller asked if anyone had comments or corrections to the minutes of the April 25, 2022 meeting. Hearing none, the minutes were declared to be approved.

MAYOR'S ANNOUNCEMENTS / SPECIAL PRESENTATIONS:

None

PUBLIC HEARING OF ORDINANCES:

Ordinance 2022-O-5 REPEALING AND AMENDING SECTION 220.01 OF THE BELLBROOK CODE OF ORDINANCES (Cyphers)

Mayor Schweller opened the public hearing.

Mrs. Cyphers read the Ordinance.

Mr. Schommer explained the amendments to the Code were related to the Rules of Council. He noted the sections that were amended reflected the discussion from Council about updating the rules. There were sections regarding voting to include the option for compiling electronic votes and amending the

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Item A. Section 4, Item

rules amended to remove conflicting language. The other section amended the order of business for the agenda of council meetings.

Mr. Havens noted the change in the order of business makes it easier for the public to engage council.

Mayor Schweller asked if anyone present wished to speak for or against the Ordinance. Hearing none, he closed the public hearing.

Motion to approve Ordinance 2022-O-5

Motion made by Mrs. Cyphers, Seconded by Mr. Hoke.

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs. Middlestetter, Mayor Schweller

INTRODUCTION OF ORDINANCES:

None

RESOLUTIONS:

None

CITY MANAGER REPORT:

Mr. Schommer updated council on the audio visual system which will be updated in the following week. He also congratulated all involved and thanked City Staff for a successful Sugar Maple Festival. He noted considering the record crowds that there were no incidents, evidence of a well managed and organized events.

He also noted a current effort working with Mr. Stewart of the Park district regarding allowing alcoholic beverages for special permit-based events in Bellbrook Park. He noted that he has approached the District based on Council wishing such a program was allowed.

Mr. Hoke asked what the permit process would be, and Mr. Schommer noted the process is already established through State Law and would follow the system for any other permit locally. He noted that the community members he has spoken to, all were enjoy having such a program in place.

Mr. Greenwood asked if it were possible to take back over the park if necessary. Mr. Schommer noted he would have to review the original agreement establishing the park district.

COMMITTEE REPORTS:

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SAFETY:

Mr. Greenwood noted a meeting on Friday with the School Safety Committee about sidewalks, crosswalks, bussing, etc. He and Mrs. Cyphers will be attending to participate.

He also noted the Sugar Maple Festival went well on public safety side, and job well done to all.

FINANCE/AUDIT:

Mrs. Cyphers noted there is a meeting of the committee on Thursday at 5pm

SERVICE:

Mr. Greenwood noted the Service Department worked their tails off for the festival, working tirelessly keeping up with trash and signs that were needed throughout the weekend. The festival ran smooth with collaboration between all the departments.

COMMUNITY AFFAIRS:

Mrs. Middlestetter noted the committee interviewed two applicants for VRB and will have a recommendation for appointment ready for next meeting.

OLD BUSINESS:

None

NEW BUSINESS:

None

COMMENTS:

Mrs. Cyphers offered a thank you to the festival, boards and staff for a great event.

Mr. Harding echoed the comments. He also noted the Greene County Sheriff's app is live and available. He added the community garage sale is coming up. He also asked about having a council booth at festivals to provide interaction with the community.

Mr. Havens echoed the comments about the festival, noting it was the best one he has attended. He added he has never seen that many people at the parade and festival in past years. He also mentioned the Community Support Center is putting on a career fair May 8.

Mr. Hoke agreed the festival was a packed house and noted how many people were from outside the community and hopes to maintain that kind of draw from the region to visit the community. He also asked about the technology update for permitting and complimented the new look and features of the technology and website. Mr. Schommer noted there was a component that was not working correctly,

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so the manual forms were linked back to the website. It will be back online next week.

Mrs. Middlestetter also noted the website is easier to follow and congratulated all departments for a successful festival. She noted the entire city went above board to present a great event.

Mr. Greenwood noted the community support center has been working with employers and people of the community for job placement including resume writing. He noted it helps people looking for jobs and the employers looking for people to connect. He added that during the festival, there were a lot of people from the area out of town and reflected well on Bellbrook.

Mayor Schweller thanked the festival committee and city staff for a job well done on the festival. He noted there was a couple concerns about parking on private property and stated we will work with businesses next year to get signage posted far in advance to the festival.

PUBLIC COMMENT:

Mr. Denny Bennett of 2211 Shadow Wood stated he is concerned about the number of people mowing their lawns and blowing grass into the street. He noted there was an ordinance against that and hoped the City informs everyone and enforces it. He added the grass can clog the storm drains and create a hazard for motorcyclists.

He also asked if there was ever a consideration of moving the salt shed from downtown to open the space up for more use downtown. Mayor Schweller noted there has been studies and discussions about re purposing city property for better use downtown.

Louie Schatzberg commented about the festival, noting he handles the transportation shuttle from the parking lot to the festival site. He has worked the festival for 20 years and expressed numerous great interactions with festival goers.

ADJOURNMENT:

Hearing no further business coming before the Council, Mayor Schweller declared the meeting adjourned at 7:45pm

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

A. Ordinance 2022-O-6 REPEALING AND AMENDING CHAPTER 1450 – PROPERTY
MAINTENANCE CODE OF THE BELLBROOK CODE OF ORDINANCES (Middlestetter)

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Item A. Section 9, Item

Ordinance No. 2022-O-6

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City of Bellbrook State of Ohio

Ordinance No. 2022-O-6

REPEALING AND AMENDING CHAPTER 1450 – PROPERTY MAINTENANCE CODE OF THE BELLBROOK CODE OF ORDINANCES

WHEREAS, the City of Bellbrook has adopted Chapter 1450 – Property Maintenance Code into the Bellbrook Code of Ordinances; and

WHEREAS, the City Council wishes to amend Chapter 1450 to provide updated policy within the Property Maintenance Code

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. That the following amendments to Chapter 1450 of the Bellbrook Code of Ordinances be approved with deletions shown by strikethrough and additions shown by bold and underline:

CHAPTER 1450. PROPERTY MAINTENANCE CODE

Sec. 1450.01. Purposes.

This chapter is enacted for the purpose of establishing minimum standards to govern the condition, maintenance, and rehabilitation of all existing structures; to govern supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupancy and use; and to govern the condition of dwellings offered for rent. This chapter is also enacted for the purpose of fixing certain responsibilities and duties of owners and occupants of structures; providing for the condemnation and/or demolition of structures unfit for human habitation; ~~and the demolition of such structures~~; and fixing penalties for violations.

Sec. 1450.02. Administration and enforcement.

- (a) Title. This chapter shall be known as the Property Maintenance Code of the City, hereinafter referred to as the Property Maintenance Code or "this Code."
- (b) Scope. This Code is enacted to protect the public health, safety, and welfare in all existing structures, residential and nonresidential, and on all existing premises, as hereinafter provided, by:
 - (1) Establishing minimum maintenance standards for all structures and premises for safety from fire; for space, use and location; and for safe and sanitary maintenance of all structures and premises now in existence;
 - (2) Providing for rehabilitation and re-use of existing structures and allowing differences between the application of the requirements of this chapter to new construction and the application of such requirements to alterations and repairs;
 - (3) Fixing the responsibilities of owners, operators, and occupants of all structures; and
 - (4) Providing for administration, enforcement, and penalties.

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- (c) Intent. This Code shall be construed liberally and justly to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.
- (d) Other regulations. The provisions of this Code shall not be construed to prevent the enforcement of other ordinances or regulations which prescribe standards other than those that are provided herein.
- (e) Application of other codes. Any repairs or alterations to a structure, or changes of use therein, which may be caused directly or indirectly by the enforcement of this Code, shall be done in accordance with the procedures and provisions of the Building Code, the Plumbing Code, and the Mechanical Code, and all other applicable Codes.
- (f) Existing remedies. The provisions of this Code shall not be deemed to abolish or impair existing remedies of the ~~City jurisdiction~~ or its officers or agencies relating to the removal or demolition of any buildings which are deemed to be dangerous, unsafe, and unsanitary.
- (g) Workmanship. All repairs, maintenance work, alterations, or installations which are required for compliance with this Code shall be executed and installed in an acceptable, workmanlike and acceptable manner and installed in accordance with the manufacturer's installation instructions.
- (h) Severability. If any section, subsection, paragraph, sentence, clause, or phrase in this Code shall be declared invalid for any reason whatsoever, such determination decision shall not affect the remaining provisions portions of this Code, which remaining Code provisions shall continue to be in full force and effect, ~~and to~~ To this end, the provisions of this Code are hereby declared to be severable.
- (i) Saving clause. This Code shall not affect violations of any other ordinance, code, or regulation existing prior to the effective date hereof, and any such violation shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes, or regulations in effect at the time the violation was committed.
- (j) Requirements not covered by code. Requirements necessary for the strength, stability, or proper operation of an existing fixture, structure, or equipment, or for the public safety, health, and general welfare, not specifically covered by this Code or, if applicable, the Ohio Revised Code, shall be determined by the Code Official.

Sec. 1450.03. Bellbrook Property Review Commission (BPRC).

- (a) Establishment. In order to execute the purposes declared in this Code, there is hereby created a commission to be called the Bellbrook Property Review Commission (BPRC). The duties and responsibilities of the BPRC are hereby assigned to the Bellbrook Zoning Appeals Board.
- (b) Duties of the BPRC.
 - (1) ~~Review suspected violations. The BPRC may, at the request of the Code Official, review any suspected violations of this Code and submit a written recommendation to the Code Official.~~
 - (2-1) Review violation orders. When the Code Official requests prosecution of a violation order, the BPRC shall review that violation order. If the Code Official finds that an emergency exists under the provisions of this Code, he or she may request prosecution of that violation order

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without the review of that violation order by the BPRC. However, the Code Official shall notify the BPRC of the emergency action taken.

(3-2) Hear appeals. The BPRC shall serve as the Code Appeals Board.

(4-3) Hiring of a consultant. The BPRC, with the **proper authorization and** approval of the City Manager **and**/or Council, may, in special instances, temporarily retain the services of a consultant to assist the BPRC in performing its duties.

(5-4) Additional powers. The BPRC shall have all additional powers granted by Council.

(6-5) Conflicts of interest. No member of the BPRC shall vote or participate in the discussion of any question before the BPRC in which he or she has a personal or pecuniary interest.

(7-6) Compensation. Members of the BPRC shall serve without compensation.

(c) Appeal of BPRC action. Any person, firm or corporation, or any officer, department, board or agency of the **City Municipality**, or any interested elector of the **City Municipality**, who has been aggrieved or affected by any decision of the BPRC, may appeal from such decision in the same manner as appeals are taken from actions of the Board of Zoning Appeals (**BZA**).

Sec. 1450.10. Powers and duties of the Code Official.

(a) In General.

(1) The Code Official, ~~to be~~ **who is** assigned by the City Manager, shall enforce all the provisions of this Code, except as may otherwise be specifically provided for by other **Code sections, regulations, or Ohio law**.

(2) The Code Official is hereby authorized and directed to enforce the provisions of this Code. The Code Official shall have the authority to render interpretations of this Code and to adopt policies and procedures ~~in order~~ to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this Code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this Code.

(3) Any Code Official, officer, or employee, who acts in good faith and without malice in the discharge of his or her duties of enforcement of this Code, is relieved of all personal liability for any damage that may accrue to persons or property as a result of such acts or alleged failure to act and shall be defended by the City in any civil action. Further, he or she shall not be held liable for any costs in action, suit, or proceeding that may be instituted against him or her regarding the enforcement of this Code.

(b) Access by owner or operator. Every occupant of a structure or premises shall give the owner or operator thereof, or the **duly authorized** agent or employee of the owner or operator, access to any part of such structure or its premises at reasonable times for the purpose of making such inspections, maintenance, repairs, or alterations as are necessary to comply with the provisions of this Code.

(c) Coordination of enforcement. Inspection of premises, the issuance of notices and orders, and the enforcement thereof shall be the responsibility of the Code Official so charged by the **City jurisdiction**. Whenever, in the opinion of a Code Official initiating an inspection under this Code, it is deemed necessary or desirable to have inspections **performed** by any other department, the Code

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- Official shall make a reasonable effort to arrange for the coordination of such inspections so as to minimize the number of visits by inspectors, and ~~to the Code Official shall~~ confer with the other departments for the purpose of eliminating conflicting orders before any are issued. A department shall not, however, delay the issuance of any emergency orders which it determines must be issued.
- (d) Identification. The Code Official, or the Code Official's authorized representative, shall disclose **and produce for inspection by the property owner, agent, or occupant,** proper identification of his or her respective office for the purpose of inspecting any and all buildings and premises in the performance of **his or her** duties under this Code.
- (e) Nonconforming conditions. If additional nonconforming conditions are encountered during the course of any approved alteration or repair which were not considered or known initially **by the Code Official,** the Code Official shall have the authority to require compliance with this Code **of concerning** such additional conditions. The determination of what may be necessary to bring such conditions into compliance **with this Code** shall take into consideration the use of alternatives and equivalent approaches as provided for in this Code. **A duly authorized** The Code Official shall have the authority to approve construction changes in the field when conditions are encountered which make the originally approved work impractical, provided such changes in approved work can be readily determined **by a duly authorized Code Official** to be in compliance with this Code and **when approval of said construction changes is** are requested by the owner or the owner's **duly authorized** agent prior to such construction changes. Such changes shall be specifically documented by the owner or the owner's agent, **which documentation shall** describe ~~ing~~ the change in work and the reasons and ~~jurisdiction~~ **justification** for the change, and **which documentation shall be provided to the Code Official and** ~~shall be filed~~ with the permit **application** for the project.
- (f) Notices and orders. The Code Official shall issue all necessary notices and orders to ensure compliance with the requirements of this Code for the safety, health, and general welfare of the public.
- (g) Official records. An official record shall be kept of all business and activities of the department specified in the provisions of this Code, and all such records shall be open to public inspection at all appropriate times and under reasonable regulations established by the Code Official to maintain the integrity and security of such records.
- (h) Right of entry. Where it is necessary to make an inspection to enforce the provisions of this Code, or whenever the Code Official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this Code, the Code Official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this Code, provided that if such structure or premises is occupied, the Code Official shall present identification to the occupant and **shall then** request entry. If such structure or premises is unoccupied, the Code Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Code Official shall have recourse to the remedies provided by law to secure entry, **including but not limited to requesting an administrative search warrant from a court situated in Greene County with appropriate jurisdiction.**

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Sec. 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 **efficiency in securing** 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~~ **described** above, or, **when** at his or her discretion **the Code Official** 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 **applicable** provisions of this Code, notice shall be given to the owner, **the owner's duly authorized agent, if any, and the occupant(s) of the property** ~~or the person or persons responsible therefor~~ in the manner prescribed below. If ~~the~~ **a duly authorized** Code Official has condemned the property or part thereof, the Code Official shall give notice to the owner, **the owner's duly authorized agent, if any,** and to the occupants **of the property** of the **Code Official's** intent to placard **the property** and **the Code Official shall ensure that the property is promptly vacated in compliance with this Code, or shall** ~~to vacate the property or to order~~ **any** equipment out of service, **if applicable**.
- (c) Form of notice. Such **formal** notice prescribed above shall:
 - (1) Be in writing;
 - (2) Include a description of the real estate sufficient for **proper** 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;
 - (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;
 - (6) Inform the property owner of the right to appeal **the Code Official's determination** 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; and
 - (7) When applicable, include a statement of the right to file a lien.
- (d) Method of service. **Except as otherwise required by this chapter,** ~~S~~such notice shall be deemed to be properly served if a copy thereof is:
 - (1) Delivered personally; **or**

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- (2) Sent by certified mail, return receipt requested. In the event certified mail service to any owner or other party entitled to notice is returned to the City as "refused" or "unclaimed," the City shall reissue service of the notice to that party via ordinary mail, which shall be evidenced by a Certificate of Mailing issued by the U.S. Post Office ~~or first-class mail to the last known address; or~~
- (3) If the current address of any property owner or other party entitled to notice is unknown and cannot be ascertained after diligent search efforts, and when service of the notice cannot be completed by personal delivery or mail as set forth above, by posting the notice and correction order in a prominent place on the property where the violation exists. ~~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 of the property who is not the property ~~other than the owner or~~ the property owner's duly authorized agent ~~person responsible for compliance,~~ a reasonable time to vacate the property after noncompliance shall be stated. Property ~~Owners~~ and duly authorized agents of a property owner ~~or persons responsible for compliance~~ must vacate the property immediately upon the expiration of ~~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 correction 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 correction 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 correction 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 correction order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance correction order or notice of violation.

Sec. 1450.12. Minor nuisances.

- (a) General. A minor nuisance exists when a property is in violation of any ~~regulations~~ provisions of this Code, unless the condition of the property has deteriorated to such a condition that enforcement under Sections 1450.13, 1450.14 or 1450.15 are determined by the Code Official to be more appropriate.
- (b) Notice. Whenever the Code Official has determined a violation of the property maintenance standards set forth in this Code exists, and such conditions, ~~as they exist~~ endanger public health, welfare, or safety, or materially interfere with the peaceful enjoyment of the occupants of such property or the owner or occupants of adjacent property, the Code Official shall issue a notice according to Section 1450.11.
- (c) Abatement. Upon failure of the owner to correct the minor nuisance within the time specified in the notice and accompanying correction order, the Code Official, or the Code Official's ~~or~~ designated agent, shall cause the minor nuisance to be abated through any available public agency, ~~or by contract, or by~~ arrangements ~~by~~ with private persons, or by utilization of appropriate City

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employees, and the cost thereof shall be charged as a lien against the real estate upon which the structure is located in accordance with Ohio law, ~~and shall be a lien upon such real estate.~~

- (d) Cost of abatement. Costs incurred in the performance of minor nuisance abatement shall initially be paid by the City. The City Manager and City Council shall take any and all action required to put a lien on the property consistent with Ohio law where the unsafe structure or property is or was located in order to recover the costs incurred by the City to abate the nuisance. ~~for the recovery of such costs.~~ The total costs may include all labor, equipment, ~~or other materials,~~ and costs of service of notice or publication costs to correct or remove such nuisance ~~and an administrative fee.~~

Sec. 1450.13. Unsafe structures and equipment.

- (a) General. When a structure or part thereof, or any equipment situated on the property is found by the Code Official to be unsafe, or when a structure or part thereof is found unfit for human occupancy or use, or is found unlawful, it may be condemned pursuant to the provisions of this Code and may be placarded and vacated. It shall not be re-occupied without approval of the Code Official. Unsafe equipment may be placarded and placed out of service.
- (1) Unsafe structures. An unsafe structure is one in which all or part thereof is found to be dangerous to life, health, property, or the safety of the public or its occupants because it does not provide minimum safeguards for protection from fire, or because it is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that it is likely to partially or completely collapse.
- (2) Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, mechanical devices, or other equipment on the premises or within the structure, which is in such disrepair or condition that it is found to be a hazard to life, health, property, or the safety of the public or occupants of the premises or structure. Unsafe equipment may contribute to the finding that the structure is unsafe or unfit for human occupancy or use.
- (3) Structure unfit for human occupancy. A structure is unfit for human occupancy or use whenever the Code Official finds that it is unsafe or unlawful, or because of the degree to which it lacks maintenance, is in disrepair, is unsanitary, is vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitation, ~~sanitary or heating facilities,~~ or other essential equipment required by this Code or any other applicable codes, or because its location constitutes a hazard to its occupant or to the public.
- (4) Unlawful structures. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under the Zoning Code, or to have been or to be erected, altered, or occupied contrary to law.
- (b) Closing of vacant structures. If the structure or part thereof is vacant and unfit for human habitation, occupancy, or use and is not in danger of structural collapse, the Code Official is authorized to post a placard of condemnation on the premises and order the structure secured ~~closed up~~ so it will not be an attractive nuisance. Upon failure of the owner to secure ~~close up~~ the premises within the time specified in the order, the Code Official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private

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persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

- (c) Notice. Whenever the Code Official has condemned a structure under the provisions of this section, notice shall be issued according to Section 1450.11.
- (d) Placarding. Upon the failure of the owner or person responsible to comply with the notice provision within the time given, the Code Official shall post on the premises a placard bearing the word "Condemned," **along with a brief statement for the reason for the condemnation. The placard shall also contain** and a statement of the penalties **authorized under the Code** ~~provided in~~ for occupying the premises or removing the placard.
 - (1) Removal of placard. The Code Official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the Code Official shall be subject to the penalties **authorized under** ~~provided by~~ this Code.
- (e) Prohibited occupancy. Any person who **unlawfully occupies** ~~shall occupy~~ a **condemned**, placarded premises, ~~or structure, or part thereof, or shall use~~ **condemned**, placarded equipment, and any owner or any person responsible for the premises who **allows** ~~shall let~~ anyone **else to use or** occupy a placarded premises which has been condemned, shall be liable for the penalties provided by this Code.

Sec. 1450.14. Emergency orders.

- (a) In general. Whenever a Code Official finds that an emergency exists on any premises, or in any structure or part thereof, or **with respect to** ~~on~~ any defective equipment **situated on the property**, which emergency requires immediate action to protect **the occupants of the property or** the public's health and safety, ~~or that of the occupants thereof~~, the Code Official may, with proper notice and service in accordance with the provisions of this Code, issue an order reciting the existence of such an emergency and requiring the vacation of the **property premises** or such **other** action **that may be required as determined by** ~~taken as~~ the Code Official ~~deems necessary~~ to meet such emergency. Notwithstanding other provisions of this Code, such order shall be effective immediately, and the premises or equipment involved shall be placarded immediately upon service of the order.
- (b) Hearing. Any person to whom such an order is directed shall **timely** comply therewith. Such person may thereafter, upon petition directed to the Code Official, be afforded a hearing as prescribed in this Code. Depending upon the findings of the Bellbrook Property Review Commission (BPRC) at such hearing as to whether the provisions of this Code and the rules and regulations adopted pursuant thereto have been complied with, the BPRC shall continue such order or modify or revoke it.

Sec. 1450.15. Demolition.

- (a) Demolition standards.
 - (1) Purpose. It is the purpose of this section to ensure that demolition projects conducted in the City of Bellbrook are done in a safe and complete manner. The end product of demolition will be a "park-like" graded grass lot.

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- (2) Applicability. These standards apply to all demolitions of residential, commercial, and industrial principal and accessory structures. No structure, **that is** required to meet the standards of this section, shall be demolished, in whole or in part, without the issuance of a Demolition Permit prior to commencing work.
- a. Exceptions. Fences, storage sheds (no larger than 250 square feet) and above-ground swimming pools shall be exempt from **demolition permit requirements and security deposits required pursuant to** Section 1450.15(c) in its entirety, **unless such structures constitute a nuisance which must be abated by the City.**
- (b) Ordered demolition.
- (1) In general. The Code Official may order the owner of **the** premises upon which ~~is located~~ any structure or part thereof **is situated,** which, in the Code Official's judgment, is so deteriorated or dilapidated or in **such a state of disrepair so** ~~has become so out of repair as to be~~ dangerous, unsafe, unsanitary, or otherwise unfit for human habitation, occupancy or use, and **which structure or part thereof** cannot reasonably be repaired, to raze and remove such structure or part thereof, ~~or, if it~~ **If the structure** can be made safe by repairs, **as determined by the Code Official, the Code Official may issue an order requiring the owner** to repair **the property and make it safe, sanitary, and in compliance with this Code,** ~~and make it safe and sanitary~~ or to raze it and remove it at the owner's option. ~~If, or, where~~ there has been a cessation of normal construction **on property for a period of two (2) or more years** without completion of ~~any a~~ structure **held to be in violation of this Code** for a period of more than two years, to raze and remove such structure or part thereof.
- (2) Unreasonable repairs. Whenever the Code Official determines that the cost of such repairs would exceed **one hundred percent (100%)** ~~percent~~ of the current value of such structure, such repairs shall be presumed to be unreasonable and it shall be presumed, for the purpose of this section, that such structure is a public nuisance which may be ordered to be razed without option on the part of the owner to repair. Any such affected property owner may appeal the decision of the Code Official to the Bellbrook Property Review Commission pursuant to Section 1450.16 "Means of Appeal."
- (3) Order. The order shall be in compliance with Section 1450.11 **"Notices and Orders,"** and it shall be served on all owners of record, **any duly authorized agent of the property owner, upon any occupants of the property,** and upon any holder of any encumbrance of record, in the manner provided for service of a summons by the Greene County Common Pleas Court, **except that if** ~~If the~~ **property** owner or a holder of an encumbrance of record cannot be found **after a reasonable attempt has been made to locate that party, service of the demolition order shall be completed by publishing the notice and demolition order once per week** ~~the order may be served by posting it on the main entrance of the building and by publishing it once each week for three successive~~ **consecutive** weeks in a newspaper of general circulation. **In addition to service of the demolition order as specifically set forth in this section, the order shall also be served on the owner, occupants, and lienholders of record by posting it on the main entrance of the building.**
- (4) Restraining actions **Right to appeal.** Anyone affected by any such order may **appeal the Code Official's determination and order in accordance Section 1450.16. In the event the BPRC affirms the Code Official's determination, the affected party may,** within thirty

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(30) days after service of such order, the BPRC's determination, apply to the Greene County Common Pleas Court ~~to a court of record~~ for an order restraining the Code Official from razing and removing such structure or parts thereof.

- (5) Failure to comply. Whenever the owner of a property fails to comply with a demolition order within the time prescribed, the Code Official shall cause the structure or part there to be razed and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such razing and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.
- (6) Salvage materials from an ordered demolition. When any structure has been ordered to be razed and removed, the governing body or other designated officer under such contract or arrangement aforesaid, may sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such razing and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the use of the person who may be entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

(c) Demolition process.

- (1) Security deposit. **Property owners intending to demolish a building or structure must obtain a permit from the City and make a security deposit** ~~Applicants desiring a permit to demolish a structure shall deposit with the City a security deposit in the amount specified below.~~

a. Residential Accessory Structure	\$5,000.00
b. Single-Family Dwelling	\$10,000.00
c. Multi-Family Dwelling (3 units or less)	\$5,000.00 per unit
d. Nonresidential and Multi-Family Residential (4 units or more)	\$5.00 per square foot

- (2) Bond in lieu of security deposit. In lieu of the security deposit required, as set forth above, an owner or authorized representative may deposit with the City a performance bond or irrevocable letter of credit, in a sum equal to the security deposit that would be required pursuant to this section, to ensure the completion of the demolition per the standards set forth herein.
- (3) Forfeiture of bond or security deposit. In the event that demolition is not completed per the standards set forth herein, the required security deposit, bond, or irrevocable letter of credit shall be forfeited and paid over to the City. However, if the bond, security deposit, or letter of credit is not sufficient to cover all inspection or demolition costs, additional fees shall be ~~required when needed, at the discretion of the City Manager~~ **charged by the City to cover any remaining balance due**. Such fees will be the responsibility of the property owner.

(d) Demolition requirements:

- (1) Safety precautions. The owner **or the owner's duly authorized** representative shall take appropriate safety precautions in order to prevent injury, property damage, and unauthorized entry. Reasonable control measures shall be in place at all times as necessary including, but

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- not limited to, guard rails, barriers, warning lights, fences, and warning notices. Trenches, ditches, or other excavations that are falling or tripping hazards shall not be left unattended unless protected by temporary fencing or other barrier designed to prevent unauthorized entry.
- (2) Dust and debris control. The demolition site shall at all times be maintained in **such** a manner to reduce the impact of dust on adjacent properties and prevent debris from falling on adjacent properties or **in** public rights-of-way.
 - (3) Maintenance of the right-of-way. All streets, sidewalks, and other areas in the public right-of-way shall be kept free of mud and/or debris **resulting from the** as a result of demolition activities, including hauling and grading activities.
 - (4) Utilities. All utilities, including sanitary sewer, water, gas, and electric shall be disconnected and capped per the appropriate utility's regulations. The ~~C~~contractor is responsible for contacting the Ohio Utilities Protection Service (OUPS) to locate utilities and each individual utility to confirm the status of abandonment, retirement, or capping of those utilities.
 - (5) Foundations. All footers and foundation walls shall be removed in their entirety.
 - (6) Concrete and asphalt. All slabs, driveways, parking areas, driveway approaches, and other areas of impervious surface shall be removed unless agreed upon in writing by the City prior to commencement of demolition. Public sidewalks shall remain. New curbing shall be installed in accordance with City specifications where driveway approaches were removed.
 - (7) Removal of accessory structures. When demolition includes demolition of the principal structure, all accessory structures, including but not limited to fences, decks, storage sheds, garages, and signs, shall be removed along with the principal structure unless **otherwise agreed to by the City** ~~upon to remain~~ prior to demolition.
 - (8) Landscaping. All landscaping shall be removed from the site unless **otherwise agreed to by the City** ~~agreed upon to remain~~ prior to demolition ~~by the City~~.
 - (9) Finish grading. All excavations shall be leveled with approved clean fill and compacted substantially to prevent future settling. Finish grade shall be level, smooth, and free of rocks and/or other debris.
 - (10) Grass. Grass shall be replaced on the lot either by seed or sod. Seed shall be reasonably free of weeds or coarse grass and shall be evenly sown onto the topsoil. **Unless otherwise agreed to by the City, Demolition** shall not be considered completed until grass has been restored to the site.
- (e) Demolition plan. A demolition plan is required upon submittal of a Demolition Permit Application. The plan shall include the following items:
- (1) Erosion control plan;
 - (2) Projected start and end date;
 - (3) Staging requirements;
 - (4) Site plan showing structure(s) to be demolished, location of construction fences, barriers, railings, and walkways (can be copied from Greene County GIS);
 - (5) Copy of the approved Greene County Demolition Permit; and

(6) Certificate of Appropriateness, if located in the Old Village District.

- (f) Transfer of permit. A demolition permit, once approved, may be transferred upon the sale of the property. A letter from the original permit holder stating they wish to transfer the approved permit to a new owner must be submitted to the City.

Sec. 1450.16. Means of appeal.

- (a) Application for appeal. Any person directly affected by a decision of the Code Official or a notice or order issued under this Code shall have the right to appeal to the Bellbrook Property Review Commission (BPRC), provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice or order was served, and the written. ~~An application for appeal contains a specific statement indicating the grounds for the appeal. shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or the requirements of this Code are adequately satisfied by other means.~~
- (b) Open hearing. All hearings before the BPRC shall be open to the public. The appellant, the appellant's **legal** representative, **if any**, the Code Official(s) **involved**, and any person **or entity** whose interests are affected shall be given the opportunity to be heard.
- (c) BPRC decision. The BPRC shall hear all appeals relative to the enforcement of this Code, and by a concurring vote of the majority of its members may reverse or affirm wholly or partly, or may modify, the decision appealed from, and shall make such order or determination as in its opinion ought to be made. Failure to secure a majority of such concurring votes shall be deemed a confirmation of the decision of the Code Official.
- (d) Official records. An official record shall be kept of all business and activities of the BPRC.
(Ord. 89-2, passed 4-10-89; Ord. 2012-9, passed 9-10-12)

Sec. 1450.20. General.

- (a) Scope. Unless otherwise expressly stated, the terms in Section 1450.21 shall, for the purposes of this Code, have the meanings shown in this chapter.
- (b) Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.
- (c) Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.
- (d) Parts. Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit" or "story" are stated in this Code, they shall be construed as though they were followed by the words "or any part thereof."

Sec. 1450.21. General definitions.

As used in this chapter:

Anchored. Secured in a manner that provides positive connection.

Approved. Approved by the Code Official.

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Basement. That portion of a building which is partly or completely below grade.

Bathroom. A room containing plumbing fixtures including a bathtub or shower.

Bedroom. Any room or space used or intended to be used for sleeping purposes.

Code Official. The official who is charged with the administration and enforcement of this Code, or any duly authorized representative.

Condemn. To adjudge unfit for occupancy.

Detached. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

Deterioration. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

Dwelling unit. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Easement. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

Exterior property. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

Garbage. All animal, fish, fowl, fruit, vegetable, and other miscellaneous waste material from housekeeping and other mercantile.

Guard. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

Habitable space. Space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet areas, closets, hall, storage and utility spaces, and similar areas are not considered habitable spaces.

Housekeeping Unit. A room or group of rooms forming a single, habitable space equipped and intended to be used for living, sleeping, cooking, and eating which does not contain, within such a unit, a toilet, lavatory, and bathtub or shower.

Imminent danger. A condition which could cause serious or life-threatening injury or death at any time.

Infestation. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

Inoperable motor vehicle. A vehicle which cannot be driven upon the public streets for reasons including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

Junk. Scrap metal, scrap tin, scrap brass, scrap copper, scrap lead, scrap zinc, and other scrap ferrous and nonferrous materials; bones; rags; trash; waste; batteries; paper; rubber; rope; tin foil; bottles; and all other old, inoperable, improperly stored and/or discarded items.

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Labeled. Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency, or other organization concerned with product evaluation that maintains specific periodic inspections of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

Let for occupancy or let. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Neglect. The lack of proper maintenance for a building or structure.

Occupancy. The purpose for which a building or portion thereof is utilized or occupied.

Occupant. Any individual living or sleeping in a building, or having possession of a space within a building.

Openable area. The part of a window, skylight, or door which is available for unobstructed ventilation, and which opens directly to outdoors.

Operator. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person. An individual, corporation, partnership or any other group acting as a unit.

Pest elimination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

Premises. A lot, plot or parcel of land, easement or public way, including any structures thereon.

Public way. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

Rubbish. Combustible and noncombustible waste materials, except garbage; the term also includes residue from the burning of wood, coal, and other combustible materials; paper; rags; cartons; boxes; wood; rubber; excelsior; leather; tree branches; yard trimmings; tin cans; metals; mineral matter; glass; crockery; dust; and similar materials.

Sleeping unit. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

Strict liability offense. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

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Structure. That which is built or constructed or a portion thereof.

Tenant. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

Toilet room. A room containing a water closet or urinal but not a bathtub or shower.

Ventilation. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

Workmanlike. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

Sec. 1450.30. General requirements.

- (a) Scope. The provisions of this Code shall govern the minimum conditions and the responsibilities for maintenance of structures, equipment, and exterior property.
- (b) Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Code.
- (c) Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure, and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

Sec. 1450.31. Exterior property areas.

- (a) Sanitation. All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The **owner or** occupant shall keep that part of the exterior property which such **owner or** occupant occupies or controls in a clean and sanitary condition, **free from all trash, rubbish, garbage, junk, and other refuse or discarded material required to be removed.**
- (b) Grading and drainage. Excluding approved retention and reservoirs, all premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. No stormwater (including sump pump discharge) shall be discharged so as to accumulate and create an unsafe condition on any abutting property. No stormwater shall be discharged in a manner that creates a public nuisance.
- (c) Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions. The standards outlined in Chapter 1011 of the Bellbrook Municipal Code shall determine when a sidewalk is in need of repair and/or replacement.
- (d) Vegetation. All premises and exterior property shall be maintained free from weeds or plant growth in accordance with Chapter 678 of the Bellbrook Municipal Code.
 - (1) All plant materials, including trees and shrubs, afflicted with decay, disease, insect infestation, or otherwise considered dangerous to other plant material, shall be removed or appropriately treated, and dead trees and shrubs and "high risk" trees that pose an imminent danger to subject property or adjacent properties shall be removed. All sound plant materials, including trees and shrubs, shall be properly maintained and have no evident signs of neglect.

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- (2) All lawns, hedges, bushes, trees, and other vegetation shall be kept trimmed and shall not be permitted to become overgrown and unsightly where exposed to public view or where such vegetation may constitute a blighting influence on adjoining property.
- (e) Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.
- (f) Exhaust vents. Pipes, ducts, conductors, fans, or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
- (g) Accessory structures. All accessory structures, including but not limited to detached garages, sheds, permanent outdoor play equipment, lighting fixtures, fences, and walls shall be maintained structurally sound and in good repair at all times.
- (1) Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.
- (h) Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept, or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.
- (1) Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area.
- (i) Defacement of property. No person shall willfully or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving, or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.
- (j) Outside storage. In **business, commercial, and/or industrial** ~~residential~~ zones, all outdoor storage shall be effectively screened from view and storage of miscellaneous items must be within enclosed structures or screened as required in the Zoning Code. **This requirement does apply to items stored as part of an outdoor sale in a commercial zone in compliance with the Zoning Code. In residential zones, all items shall be stored within an enclosed structure, unless the items is traditionally used for outdoor activity or use and cannot be readily stored inside a structure (e.g., swing sets, trampolines, basketball hoops).** No person shall accumulate, cause to be accumulated, or allow to be accumulated junk upon any property located within the City.
- (k) Storage of firewood. Firewood must be stacked ~~and piled~~ in a ~~reasonably~~ compact and orderly fashion **against the main structure or an accessory structure, in an enclosed structure, or in the side or rear of the property.**
- (l) Brush piles. Brush piles are not permitted in **residential or commercial districts. This section does not apply within the R-1AA and Agricultural Zoning Districts** ~~a front yard and are limited to one per property.~~

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- (m) Construction equipment. Unless construction equipment is actively being used for construction purposes on the property upon which the equipment is located, all construction equipment must not remain outside more than fifteen (15) days.
- (n) Remedy vacant or unattended properties. Whenever the Code Official becomes aware of the existence of a vacant or unattended property which has not been maintained in a clean, safe, and sanitary manner, the Code Official shall give or cause to be given as provided in this Code, to the owner of the property, written notice of such violation and requiring the unclean, unsafe, or unsanitary conditions to be removed. If an owner fails to remove the unclean, unsafe, or unsanitary conditions within the time specified on the notice and order, the Code Official may remove or cause to be removed the unclean, unsafe, unsanitary conditions and may employ the necessary labor to perform such work or cause it to be done by the appropriate City Department or others contracting with the City to perform such labor.
- (o) Drainage ways. Owners are obligated to maintain drainage ways in the same manner as the rest of their property. These tasks include all normal and routine maintenance such as mowing grass and weeding, removing brush and other vegetation, removing obstructions such as fallen trees and limbs, and policing their yards for litter and other debris. Drainage ways shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon.
 - (1) Drainage swales. Swales are to be maintained by the owners of the parcels on which they are located, and at no time shall anyone plant shrubs and/or trees in, or discharge, or empty, or place any material, or fill or waste into, any swale so as to divert or impede drainage flow.
- (p) Garbage and rubbish containers. The owner and operator of every establishment producing garbage, vegetable wastes, or other putrescible materials shall provide, and at all times cause to be used, leak-proof approved containers provided with closely-fitting covers for the storage of such materials until removed from the premises for disposal. Properly constructed compost piles shall be exempted.
 - (1) Trash containers shall be removed from the public right-of-way not later than twenty-four (24) hours after trash pick-up. The containers shall be returned to the public right-of-way area not earlier than twenty-four (24) hours before the next trash pick-up.

Sec. 1450.32. Exterior structure.

- (a) In general. The exterior of a structure shall be maintained in good repair, structurally sound, and sanitary so as not to pose a threat to the health, safety, or welfare.
- (b) Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking, and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

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- (c) Street numbers. Each structure to which a street number has been assigned shall have such a number displayed in a position easily observed and readable from the public way **and be a minimum of three (3) inches in height.**
- (d) Structural members. All structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.
- (e) Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
- (f) Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
- (g) Roofs and drainage. The roof and flashing shall be sound, tight, and not have defects that admit **penetration rain.** Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
- (h) Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
- (i) Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
- (j) Stairways, decks, porches, and balconies. Every exterior stairway, deck, porch, and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
- (k) Chimneys and towers. All chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
- (l) Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- (m) Window, skylight, and door frames. Every window, skylight, door, and frame shall be kept in sound condition, good repair, and **weathertight** ~~weather-tight~~.
 - (1) Openable windows. Every window, other than a fixed window, shall be capable of being easily opened.
 - (2) Glazing. All glazing materials shall be maintained free from cracks and holes.
- (n) Insect screens. During the period from April 1 to December 1, every door and window or other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens

of not less than sixteen (16) mesh per inch and every screen door used for insect control shall have a self-closing device in good working condition.

- (1) Exception. Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.
- (o) Doors. All exterior doors, door assemblies, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Every door available as an exit shall be capable of being opened from the outside.
- (p) Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain, and surface drainage water.
- (q) Guards for basement windows. Every basement window that is openable shall be supplied with rodent shields, storm windows, or other approved protection against the entry of rodents.
- (r) Building security. Doors, windows, or hatchways for dwelling units, room units, or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

Sec. 1450.90. Existing structures.

- (a) Alterations or repairs.
 - (1) Alterations or repairs, other than increasing the height or area of a structure, may be made to any structure without requiring the existing structure to comply with all requirements of this Code for new construction, provided such work conforms to the requirements of this Code. Alterations or repairs shall not cause an existing structure to become unsafe or adversely affect the performance of the building.
 - (2) Alterations or repairs to an existing structure which are nonstructural and do not adversely affect any structural member or any part of the structure having a required fire resistance rating, may be made with the same materials of which the structure is constructed.
 - (3) Anything to the contrary herein notwithstanding, this Code shall not require the alteration of a lawful structure, existing on the effective date of the adoption or amendment of this Code, that could not be built under the terms of this Code. Such a lawfully nonconforming structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
 - A. No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.
 - B. Should such nonconforming structure or nonconforming portion of a structure be destroyed by any means to an extent of more than fifty 50 percent (50%) of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this Code.
 - C. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations of this Code.
- (b) Other ordinances. This Code establishes minimum requirements for the initial and continued occupancy and use of all structures and premises and does not replace or modify requirements

RECORD OF ORDINANCES

Item A. Section 9, Item

Ordinance No. 2022-O-6

May 23, 2022

otherwise established by ordinance which may be additional or more stringent for the construction, repair, alteration, or use of structures, equipment, or facilities.

Sec. 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 thirty (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 provided 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 1450.11; “Notices and Orders.”
- (h) Any violation of the Property Maintenance Code that is a first offense shall be twenty-five dollars (\$25.00) per day, per offense, or two hundred fifty dollars (\$250.00) per offense total.
- (i) Any violation of the Property Maintenance Code that is a second offense shall be fifty dollars (\$50.00) per day, per offense, or five hundred dollars (\$500.00) per offense total.
- (j) Any violation of the Property Maintenance Code that is a third offense shall be seventy-five dollars (\$75.00) per day, per offense, or seven hundred fifty dollars (\$750.00) per offense total.
- (k) Nothing herein contained shall prevent the City from taking such other lawful action as necessary to prevent or remedy any violation.

Section 2. 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 this Council, and that any and all deliberations of this Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

RECORD OF ORDINANCES

Item A. Section 9, Item

Ordinance No. 2022-O-6

May 23, 2022

PASSED BY City Council this ____ day of ____ 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

APPROVED AS TO FORM:

Stephen McHugh, Municipal Attorney

BOARD OF ZONING APPEALS DECISION RECORD

Item A. Section 9, Item

Resolution No. BZA 22-01

February 15, 2022

City of Bellbrook State of Ohio

Board of Zoning Appeals Decision Record BZA 22-01

WHEREAS, the City of Bellbrook has a need to update and make amendments to the Property Maintenance Code; and

WHEREAS, The Bellbrook Board of Zoning Appeals has reviewed and recommends certain amendments to the Bellbrook Zoning Code

NOW, THEREFORE, BE IT RESOLVED by the City of Bellbrook Board of Zoning Appeals that:

Section 1. There was a valid motion placed on the floor to approve a recommendation to Bellbrook City Council for certain amendments to the Property Maintenance Code in accordance to the Staff Report dated February 15, 2022.

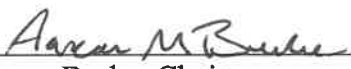
Section 2. That it is found and determined that all formal actions of the Board of Zoning Appeals relating to the adoption of this Decision Record Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

MOTION STATED BY: Mr. Ograd and SECONDED BY: Mrs. Brinegar

Roll call vote showed 5 Yeas; 0 Nays.

Motion to approve is ADOPTED this 15th day of February, 2022

AUTHENTICATION:



Aaron Burke, Chair



Rob Schommer, Clerk of Council

File Attachments for Item:

A. Resolution 2022-R-14 URGING THE BELLBROOK SUGARCREEK PARK DISTRICT BOARD OF COMMISSIONERS TO APPROVE SPECIAL EVENT PERMIT-BASED ALCOHOL SALES AND CONSUMPTION IN BELLBROCK PARK (Hoke)

RECORD OF RESOLUTIONS

Item A. Section 10, Item

Resolution No. 2022-R-14

May 9, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-14

URGING THE BELLBROOK SUGARCREEK PARK DISTRICT BOARD OF COMMISSIONERS TO APPROVE SPECIAL EVENT PERMIT-BASED ALCOHOL SALES AND CONSUMPTION IN BELLBROCK PARK

WHEREAS, City Council commends the Bellbrook Sugarcreek Park District Board of Commissioners for providing and managing excellent natural and recreation spaces for the community; and

WHEREAS, the City has enjoyed an effective working relationship with the Park District to remain supportive and responsive to the changing needs of the community; and

WHEREAS, there is a desire to enhance the use of Bellbrook Park for events and gatherings to promote the Park and Downtown Bellbrook; and

WHEREAS, City Council feels allowing special permit-based events to sell alcohol will allow additional entertainment and events at Bellbrook Park meeting additional recreation needs of the community and is committed to support the Park District through resources and facilitation

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The Bellbrook City Council urges the Bellbrook Sugarcreek Park District Board of Commissioners to approve a community partner, special event permit-based program to allow the sale of alcohol within Bellbrook Park for the benefit of enhancing entertainment and gathering events for the community

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this ____ day of _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

RECORD OF RESOLUTIONS

Item A. Section 10, Item

Resolution No. 2022-R-14

May 9, 2022

Robert Schommer, Clerk of Council

File Attachments for Item:

A. Trash Collection Bid Discussion

Exhibit A: SWORRE Pricing 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 (2684 RU) Brookville (2,323 RU) Miamisburg (7,047 RU) [Total RU = (12,054)]	Year 1-3 = \$ <u>14.76</u> * Ext. Year 1 = \$ <u>15.72</u> * Ext. Year 2 = \$ <u>16.74</u> *	Year 1-5 = \$ <u>16.39</u> *

* No Fees on Recyclable Materials

Per RU per month surcharge for Recyclables Collection Service 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 (2684 RU) Brookville (2,323 RU) Miamisburg (7,047 RU) [Total RU = (12,054)]	Year 1-3 = \$ <u>4.25</u> Ext. Year 1 = \$ <u>4.52</u> Ext. Year 2 = \$ <u>4.82</u>	Year 1-5 = \$ <u>4.72</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

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)	96 Gallon Year 1-3: \$ <u>2.50</u> Ext. Year 1: \$ <u>2.50</u> Ext. Year 2: \$ <u>2.50</u> 64 Gallon Year 1-3: \$ <u>2.50</u> Ext. Year 1: \$ <u>2.50</u> Ext. Year 2: \$ <u>2.50</u> 32 Gallon Year 1-3: \$ <u>2.50</u> Ext. Year 1: \$ <u>2.50</u> Ext. Year 2: \$ <u>2.50</u>	96 Gallon Year 1-5: \$ <u>2.50</u> 64 Gallon Year 1-5: \$ <u>2.50</u> 32 Gallon Year 1-5: \$ <u>2.50</u>
Per RU per month surcharge for residential billing services	Year 1-3 = \$ <u>3.07</u> Ext. Year 1 = \$ <u>3.27</u> Ext. Year 2 = \$ <u>3.49</u>	Year 1-5 = \$ <u>3.42</u>
Per unit charge for the provision of cardboard trash receptacles, if available	Year 1-3 = \$ <u>5.00</u> Ext. Year 1 = \$ <u>5.00</u> Ext. Year 2 = \$ <u>5.00</u>	Year 1-5 = \$ <u>5.00</u>
Per appliance surcharge for chloroflourocarbon (CFC) removal	Year 1-3 = \$ <u>177.00</u> Ext. Year 1 = \$ <u>189.00</u> Ext. Year 2 = \$ <u>202.00</u>	Year 1-5 = \$ <u>196.00</u>

(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>450.00</u> Ext. Year 1 = \$ <u>479.25</u> Ext. Year 2 = \$ <u>510.40</u>	Year 1-5 = \$ <u>500.00</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>450.00</u> Ext. Year 1 = \$ <u>479.25</u> Ext. Year 2 = \$ <u>510.40</u>	Year 1-5 = \$ <u>500.00</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>84.59</u> Ext. Year 1 = \$ <u>90.09</u> Ext. Year 2 = \$ <u>95.95</u>	Year 1-5 = \$ <u>93.93</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>NO BID</u> Ext. Year 1 = \$ <u>NO BID</u> Ext. Year 2 = \$ <u>NO BID</u>	Year 1-5 = \$ <u>NO BID</u>
Per unit charge for emptying a portable restroom (if available)	Year 1-3 = \$ <u>NO BID</u> Ext. Year 1 = \$ <u>NO BID</u> Ext. Year 2 = \$ <u>NO BID</u>	Year 1-5 = \$ <u>NO BID</u>
Per unit charge for the provision of a portable sink or portable wash station (if available)	Year 1-3 = \$ <u>NO BID</u> Ext. Year 1 = \$ <u>NO BID</u> Ext. Year 2 = \$ <u>NO BID</u>	Year 1-5 = \$ <u>NO BID</u>
Per hour charge for the provision of a Solid Waste collection vehicle and driver (if available) (4)	Year 1-3 = \$ <u>NO BID</u> Ext. Year 1 = \$ <u>NO BID</u> Ext. Year 2 = \$ <u>NO BID</u>	Year 1-5 = \$ <u>NO BID</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.

Preliminary Analysis of SWORRE 2022 Bid

Bidders

The SWORRE 2022 Dayton Group received a responsive bid and an alternate bid from Rumpke. The group also received a “no bid” letter from Waste Management.

Comparison to Other Contracts

Contracts for solid waste and recycling for Montgomery County governments that commenced on or after January 1, 2021 were benchmarked. This timeframe was selected because it reflects bids that were published during the Covid-19 pandemic and the ensuing economic repercussions. This also enables us to look at the most recent pricing trends. Each government’s present pricing and their pricing over the lifetime of their contract are included. This is done in order to account for contracts where prices escalate year after year. Trotwood is an outlier because their pricing is roughly \$2/residential unit (RU) / month lower than their peers. We therefore included pricing with and without Trotwood:

The benchmarking analysis also includes Germantown. Like us, Germantown bid for collection services in 2022. *As such, their pricing likely reflects the most direct comparison to our bid.* Rumpke was the sole bidder for Germantown.

Pricing Benchmarks (Benchmarking chart available on last page)

- Current Average (ru/m) all governments: \$14.32
- Current Average (ru/m) excluding Trotwood: \$14.63
- Average over Lifetime of Contract (ru/m) all governments: \$15.13
- Average over Lifetime of Contract (ru/m) excluding Trotwood: \$15.50
- Germantown 2022 Pricing (ru/m): \$16.44
- Germantown average over lifetime of contract (ru/m): \$17.61

Note that Germantown’s price is \$2.12/ru/m over the average price that Montgomery County governments are paying in 2022. It is also \$2.11/ru/m higher over the lifetime of the contract. This is not surprising, due to high fuel prices and increases labor prices.

2022 SWORRE Bid: Pricing Overview for Residential Waste and Recycling Collection

Note that the pricing below comes from the bid, and does NOT reflect solid waste district fees of \$.25/ru/m for Brookville and Miamisburg, and \$.83/ru/m for Bellbrook.

The 2022 Dayton SWORRE bid presented two options:

- 3 year contract + 2 option years with weekly recycling collection with a rolling cart
- 5 year contract with weekly recycling collection and a rolling cart.

We also provided the option for bidders to provide an alternate bid. Rumpke chose to provide both a responsive bid and an alternate bid. The alternate bid escalates prices each year for 5 years. It also proposes contract amendments to sections 4.3 Starting and Ending Time; 5.6 Indemnification; 6.2 Deductions for Non-Performance; 7.2 Surety; 7.3 Termination due to change in ownership; 7.4 Termination for Excessive Fuel Price Adjustment; and 7.5 Termination for Facility Agreements.

Responsive Bid Pricing (3 year + 2 options)

- Solid Waste (year 1-3): \$14.76; (year 4): \$15.72; (year 5): \$16.74
- Recycling (year 1-3): \$4.25; (year 4): \$4.52; (year 5): \$4.82
- Combined (year 1-3): **\$19.01**; (year 4): **\$20.24**; (year 5): **\$21.56**.
- *Analysis: Unfortunately the responsive bid pricing is \$1.40/ru/m over the Germantown benchmark of \$17.61.*

Responsive Bid Pricing (5 year)

- Solid Waste: \$16.39
- Recycling: \$4.72
- Combined: **\$21.11**
- *Analysis: Similar to the 3+2 option above, this price is well above the Germantown benchmark of \$17.61.*

Alternate Bid Pricing

- Solid Waste: (year 1): \$12.73; (year 2): \$13.55; (year 3): \$14.43; (year 4): \$15.37; (year 5): \$16.37
- Recycling: (year 1): \$3.66; (year 2): \$3.90; (year 3): \$4.15; (year 4): \$4.42; (year 5): \$4.71
- Combined: (year 1): **\$16.39**; (year 2): **\$17.45**; (year 3): **\$18.58**; (year 4): **\$19.79**; (year 5): **\$21.08**
- 3 year average price: **\$17.47**; 5 year average price: **\$18.66**
- *Analysis: The alternate bid pricing is a significant improvement on the responsive pricing, and is lower than the Germantown benchmark of \$17.61 over 3 years. However this comes with caveats. These include coming to mutually agreeable resolutions on the contract provisions that Rumpke disputes, AND it notes that "unlimited" solid waste is now defined as 6 30 gallon cans or 2 95 gallon carts + up to 3 large items per service day.*

The group also bid additional services such as CFC removal, dumpsters, roll-offs, and festival services like sinks or portable cans. A preliminary comparison of those prices is below (all 2017 and 2022 "responsive" prices are for 5 yrs):

- | | |
|---|---|
| <ul style="list-style-type: none"> • Rolling Cart Rental <ul style="list-style-type: none"> ○ 2017: \$2.50/ru/m ○ 2022 Responsive: \$2.50/ru/m ○ 2022 Alternate: \$2.50/ru/m (all yrs) • Residential Billing <ul style="list-style-type: none"> ○ 2017: \$2.00/ru/m ○ 2022 Responsive: \$3.42/ru/m ○ 2022 Alternate: \$3.01/ru/m (5yr avg) • Cardboard receptacles <ul style="list-style-type: none"> ○ 2017: \$5 ○ 2022 Responsive: \$5 ○ 2022 Alternate: \$5 (all yrs) | <ul style="list-style-type: none"> • CFC Removal <ul style="list-style-type: none"> ○ 2017: \$115 ○ 2022 Responsive: \$196 ○ 2022 Alternate: \$173.65 (5yr avg) • Provision of roll-off <ul style="list-style-type: none"> ○ 2017: \$350 ○ 2022 Responsive: \$500 ○ 2022 Alternate: \$441.82 (5yr avg) • Pull charge for roll-off <ul style="list-style-type: none"> ○ 2017: \$350 ○ 2022 Responsive: \$500 ○ 2022 Alternate: \$441.82 (5yr avg) |
|---|---|

- Pull charge for add'l dumpsters
 - 2017: \$55
 - 2022 Responsive: \$93.93
 - 2022 Alternate: \$82.04 (5yr avg)
- Per unit per day charge for a portable restroom
 - 2017: NO BID
 - 2022 Responsive: NO BID
 - 2022 Alternate: NO BID
- Per unit charge for emptying a portable restroom
 - 2017: NO BID
 - 2022 Responsive: NO BID
 - 2022 Alternate: NO BID
- Per unit charge for a portable sink / wash station
 - 2017: NO BID
 - 2022 Responsive: NO BID
 - 2022 Alternate: NO BID

Overall Analysis of Residential Waste and Recycling Bid

The SWORRE bid is designed for each individual government to make the decision that is best for them, including whether to accept the published bid, the alternate bid, or not accept the bid and either go back out collectively or independently. One of the reasons that we bid in the spring is to provide lead time in case a government wants to pursue other alternatives. That said, any option will likely result in high prices due to fuel and labor factors, as indicated by Germantown's recent bid.

Furthermore, while the alternate bid offers more competitive prices, there are still questions and discussion points that need to be clarified:

- Will all governments need to "lock in" for 5 years?
- What are the SWORRE governments willing to compromise on in relation to the contract provisions that Rumpke objects to?
- Outside of objecting to the potential for termination of the contract for excessive fuel charge, a preliminary analysis of the bid indicates that they were silent on the fuel surcharge formula that was spec'd in section 6.5 of the contract.
- The pricing for the "optional services" is either comparable or lower across the board with the alternate bid. This indicates to me that Rumpke strongly wants the group to take the alternate bid.

Some of these questions can be directed to Rumpke, others can only be answered through discussion amongst the governments. A post-bid response meeting will be scheduled to discuss.

City	Contractor	Billing	Term	Term Start Date	Contract Start Price	Average over contract	Fuel Surcharge
Clayton	Republic	Contractor	5	7/1/2021	\$ 14.48	\$ 14.91	Yes
Englewood	Rumpke	City	6	4/1/2021	\$ 12.60	\$ 13.91	Yes
Germantown	Rumpke	City	1	5/1/2022	\$ 16.44	\$ 17.61	Yes
Huber Heights	Republic	Hauler	5	7/1/2021	\$ 14.54	\$ 15.44	Yes
Kettering	Rumpke	Hauler	5	7/1/2020	\$ 15.25	\$ 16.43	No
Riverside	Republic	Contractor	5	1/1/2021	\$ 14.45	\$ 15.57	Yes
Miami Twp	Rumpke	Contractor	4	1/1/2021	\$ 14.65	\$ 14.65	No
Trotwood	Rumpke	City	3	10/1/2020	\$ 12.18	\$ 12.54	Yes
Average:					\$ 14.32	\$ 15.13	
Average (No Trotwood):					\$ 14.63	\$ 15.50	

Other Benchmarks

Clay Twp	Republic	Contractor	5	7/1/2020	\$ 19.10	\$ 19.58	Yes
Village of Phillipsburg	Republic	Contractor	5	7/1/2020	\$ 19.10	\$ 19.58	Yes

City	Annual Increases	Cart Included	Additional Cart Rental/\$/ Month	Days of Service	Trash	Recycling	Bulk Pick-Up	End Year	Notes
Clayton	3%	Optional	\$1.77	5	Weekly	Every Other Week	Yes	7/1/2024	
Englewood	4%	Yes	\$3.00	5	Weekly	Weekly	Yes	4/1/2027	
Germantown	n/a	Yes	\$2.50		Weekly	Yes	Yes	5/1/2025	Newest contract / best benchmark
Huber Heights	3%	Yes	\$1.00	5	Weekly	Every Other Week	Yes	7/1/2026	2nd cart \$3.00; Senior rate \$13.09
Kettering	CPI nte 3%	Yes	\$4.00	5	Weekly	Weekly	Yes	7/1/2025	Simply assumed a 3% increase
Riverside	3%	Yes	\$3.00	5	Weekly	Weekly	Yes	1/1/2026	
Miami Twp	Flat for 3.5- years	Optional	\$1.50	5	Weekly	Weekly	Yes	1/1/2025	1st optional extension year: \$15.24; 2nd optional extension year: \$15.85.
Trotwood	3%	Optional	\$2.00	5	Weekly	Weekly	Yes	10/1/2023	

Other Benchmarks

Clay Twp	1.30%	Yes	\$2.75	5	Yes	Yes	Yes	7/1/2025	
Village of Phillipsburg	1.30%	Yes	\$2.75	5	Yes	Yes	Yes		

2022 Dayton SWORRE Bid: Alternative Bid Contract Analysis

Background

Rumpke provided an alternative bid for SWORRE 2022. In addition to proposed changes in pricing (see Pricing Analysis), Rumpke proposed contract changes as well:

Contract Changes Proposals

- 4.3 *Starting and Ending Time.*** *Except as set forth in Exhibit E, Collection of Solid Waste and 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/Village 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/Village may, at the City/Village's discretion, withhold two hundred dollars (\$200.00) per occasion from the monthly payment due to Contractor, including the first three occasions.*

Rumpke is no longer agreeable to defined service penalties due to staffing issues and the effects of the pandemic. It appears that their issue is with the penalty, not the time blocks. That said, this also may indicate that Rumpke's trash collection may be more spread throughout the day, especially if they are understaffed. My concern is that customer service issues have been a historical problem for some communities, and I want to ensure there is a clawback of some sort, even if it is not a "defined service penalty." . In the benchmark Germantown bid, Rumpke objected to similar provisions. I have reached out to Pat Shively with Germantown to see how they resolved these issues.

- 5.6 *Indemnification.*** *The Contractor shall save, indemnify and hold the City/Village, its Board / Council, 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.*

Rumpke finds this language “excessively broad.” It should be noted that this language is identical to language from both the 2012 contract and the 2017 contract. My recommendation here is to determine what they find to be “excessively broad,” and why they did not object to this in 2017 or 2012.

6.2 Deductions from Contractor’s Invoice for Non-performance.

- A. *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/Village 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).*
- B. *In the event the City/Village performs cleanup services pursuant to Section 4.7, the City/Village may withhold payment of one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City/Village.*

The remedies available pursuant to this section are in addition to any other remedies available to the City/Village pursuant to this Collection Agreement, and the City/Village’s determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City/Village of the right to exercise any remedy in response to subsequent failures to perform.

Similarly to what was stated in Section 4.3, Rumpke is no longer agreeable to defined service penalties. Their reasoning is staffing issues and the effects of the pandemic. I would still advise some form of accountability structure for Rumpke, even if the governments do not pursue the defined penalty. In the benchmark Germantown bid, Rumpke objected to similar provisions. I have reached out to Pat Shively with Germantown to see how they resolved these issues.

7.2 Surety or City/Village Cover in the Event of a Material Failure. *In the event of termination, the Contractor shall be liable to the City/Village for the additional costs incurred by the City/Village to cover the performance of the Contractor’s obligations of this Agreement. Such cover costs should include the cost to advertise and rebid the contract. 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/Village 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/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Village until the City/Village 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/Village’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/Village 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/Village income taxes.*

Rumpke finds this section too restrictive, noting that 20 complaints per month for a community of over 3,000 with 5 days of pickup is too low. How many complaints on average are communities receiving per

month? Have any of the participating communities considered enforcing this provision in previous contracts?

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/Village 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/Village is able to obtain alternate or substitute service.*

Rumpke finds this language “excessively broad.” It should be noted that this provision in its current form has existed since the 2012 SWORRE contract.

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/Village, the City/Village may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Collection Agreement and issue a replacement Invitation to Bid. In the event of termination by the City/Village 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.*

Rumpke finds this section too restrictive considering the current prices for fuel. It should be noted that fuel prices will affect all haulers, and Rumpke did not comment on the fuel price adjustment formula (section 6.5).

7.5 Termination of Facility Agreements. *The Contractor is required to deliver Solid Waste and Recyclable Materials collected pursuant to the Collection 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/Village. 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.*

In that all materials from this bid are delivered to the same Solid Waste District owned facility and MRF, this section may be irrelevant to the communities. It is a vestige of the original version of this bid from 2010, where a bid for facilities AND collection was considered.

Other Issues

Unlimited Solid Waste

Rumpke has also proposed a new definition of “unlimited” solid waste: Up to 6 30 gallon cans or 2 95 gallon carts per collection day and no more than 3 large items per collection day. They proposed almost identical language in the Germantown bid, minus the provision for large items. Do any governments have data on whether collections regularly exceed these prices?

Portable Toilets

Rumpke provided a “no bid” for this service. In the 2017 bid, they proposed an alternate bid consisting of their portable toilet pricing chart (see next page). It will be necessary to have Rumpke provide pricing for toilets or explain why they cannot.



April 21, 2022

TJ White, Executive Director
Center for Local Government
4015 Executive Park Dr., Suite 226
Sharonville, OH 45241

RE: 2022 SWORRE Joint Bid Process for Solid Waste and Recycling Collection Services

Dear Mr. White:

Waste Management of Ohio ("WM") appreciates the opportunity to participate in the 2022 Dayton Area Southwest Ohio Regional Refuse Consortium Invitation to Bid. Unfortunately, WM is providing this Letter of No Bid in response to this solicitation. WM reviews each bid solicitation carefully and must meet specific parameters to maintain economic viability. Unfortunately, as presented, critical components within the current solicitation make these parameters difficult to attain or ensure. These components include:

- **Annual Adjustment to Collection Component of Rates**. The RFP provides that the Bidder must keep the price flat for the initial three-year term. The limitations placed on the adjustment typically result in higher initial residential rates.
- **Term**. A three-year term makes it very difficult to add the large amount of capital needed such as trucks and carts. Trucks and carts for communities of this size requires millions of dollars of investment in capital. Having only a three year guarantee of the work, with any extension option unilateral to the participating community, makes it difficult to generate required return on investment.
- **No guarantee of unit count**. Although the intention is to award to a single hauler, each community can make their own decision or opt out, which makes planning for capital and other start up costs even more problematic.
- **Service Options**. Unlimited service is difficult for a vendor to price (we can't quantify our disposal cost or labor hours) and dangerous for our drivers. WM is moving to automated service with carts to keep our drivers safe and to enlarge the driver pool to be inclusive of more diverse candidates. Carts also keep communities cleaner and allow the contractor to be more productive, thereby allowing more competitively priced service for your participating communities.

I do commend the Consortium on the timeline. Manufacturing time for trucks is currently 15 months or longer, so it is imperative for communities to issue their bid specifications far enough ahead of the contract start date to ensure contractors can put a plan in place for what equipment will be used in the meantime. Making an award six months prior to contract start date also allows for adequate time to order and deliver carts, communicate with residents, and hire and train drivers. Thank you for keeping that in mind with your solicitation.

Waste Management remains interested in your future bid opportunities. Please keep us on your vendor listing and contact us with any additional opportunities should you again seek proposals for solid waste and recycling services in the future.

Thank you once again for the opportunity to review and consider the bid form and information. Should you have any questions, please feel free to contact me at (317) 339-5304 or email me at mantell@wm.com.

Sincerely,

Melinda Antell

Melinda Antell
Public Sector Solutions Representative

From: [T.J. White](#)
To: Chanda.Rohrer@rumpke.com
Cc: [Cody Smith](#); ["Valerie Griffin"](#); ["Keith Johnson"](#); ["Sonja Keaton"](#); [Rob Schommer](#)
Subject: Southwest Ohio Regional Refuse Consortium- Questions and Comments on Rumpke Bid and Alternative Bid Submission
Date: Thursday, April 28, 2022 12:09:14 PM

Good afternoon. Thank you for your bid response and alternate bid proposal. I held a meeting with the participating governments yesterday. They have a number of questions pertaining to the bid and alternate bid responses. Although the timeline laid out in the bid stated that we would make a decision by April 29th, we are going to need to push that date back, as the governments will not be able to make any final decisions until they have time to review the answers to the questions below. Also as a reminder, not all governments are obligated to make the same decision- some may take the alternate for example while others may not.

Question 1: In the alternate bid, is this specifically for a 5 year contract (as opposed to a 3 years + 2 option years arrangement or another arrangement?)

Question 2: We would like some clarification on your proposal to define “unlimited” solid waste in the alternate:

- In previous contracts “unlimited” was not defined in this way- what is Rumpke’s motivation for the change?
- How often is Rumpke generally collecting from households who go over this limit (e.g. what would be your estimate of the percentage of collections)
- Is this a provision that Rumpke will be placing in its bid proposals for all municipalities moving forward?
- Would there be flexibility to allow pickups over the limit if a resident calls ahead?
- Does this limit include yard waste bags?

Question 3: The governments note Rumpke’s objections to “defined service penalties.” (Rumpke alternate bid sections 4.3, 6.2, etc.). One of the major concerns that I have heard when working with my governments is the need to ensure quality customer service. For example, one of my participating communities recorded 321 misses between January and June of 2021 (not counting misses due to weather, residents violating collection terms, or blockages). It is the opinion of the governments that some form of a defined penalty is necessary in contracts to hold the contractor responsible. What would Rumpke propose as an alternative to the penalties listed in 4.3 and 6.2?

Question 4: Rumpke’s response to the 2017 SWORRE bid included pricing for portable toilets. We noted that Rumpke did not bid this service for the 2022 bid. At least one government is interested in this service, and we would like to request pricing for portable toilets if available.

Question 5: In the alternative bid, did Rumpke consider changing collection days or collection frequency for any of the communities? With staffing issues across the industry, would changing collection day or frequency for any of the communities make a difference in pricing?

Question 6: The governments noted Rumpke’s exceptions to sections 7.2 through 7.4 of the

contract. These provisions have been in the Southwest Ohio Regional Refuse contracts for Cincinnati and Dayton since the inception of the program in 2010. What is the reason that Rumpke is now taking exception?

Comment 1: On Section 7.5, "Termination of Facility Agreements," the participating governments agree to eliminate that section.

Thank you very much! The governments will be able to respond to the bid proposals once we hear back with answers on these questions.

T.J. White
Executive Director
Center for Local Government
513-741-7999 (p)
513-741-8671 (f)

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From: [Chanda Rohrer](#)
To: [T.J. White](#)
Cc: [Cody Smith](#); ["Valerie Griffin"](#); ["Keith Johnson"](#); ["Sonja Keaton"](#); [Rob Schommer](#); [George D. Watson](#)
Subject: RE: Southwest Ohio Regional Refuse Consortium- Questions and Comments on Rumpke Bid and Alternative Bid Submission
Date: Friday, May 6, 2022 1:17:19 PM

Good Afternoon,

Please find responses below to questions pertaining to the recent Dayton SWORRE bid. Feel free to reach out if you need any further clarification.

Question 1: In the alternate bid, is this specifically for a 5 year contract (as opposed to a 3 years + 2 option years arrangement or another arrangement?) **Yes, the alternate pricing would be for a 5 year contract.**

Question 2: We would like some clarification on your proposal to define “unlimited” solid waste in the alternate:

- In previous contracts “unlimited” was not defined in this way- what is Rumpke’s motivation for the change? **We are trying to maintain consistency company-wide with regard to our curbside service. We feel that 6-30 gal bags/cans, or 2-95 gal carts for trash is not restrictive, and is more than adequate service for most households on a weekly basis. Also, our Driver safety is a major reason for the change in definition. Reasonably limiting the amount of material placed curbside lessens the physical demands on our drivers, and the potential risk for injury. Additionally, the parameters help keep our routes running efficiently and disposal costs down, thereby keeping the service affordable to our communities.**
- is Rumpke generally collecting from households who go over this limit (e.g. what would be your estimate of the percentage of collections) **Generally, yes, we are picking up material that is over this limit when customer calls ahead. It would be difficult to quantify the percentage of households that are over limit by the new definition. By and large most of our residential customers are within the proposed limits. This is not at all a restrictive program; just simply a means to clarify what is considered regular household trash, versus complete household clean-outs, move-outs, or major household renovations projects that may interfere with regular routes and place drivers at risk for injury.**
- Is this a provision that Rumpke will be placing in its bid proposals for all municipalities moving forward? **Yes, this is standard language currently used in most of our Municipal contracts with “unlimited” service, and will be continued moving forward.**
- Would there be flexibility to allow pickups over the limit if a resident calls ahead? **Yes, if resident calls ahead, we generally will be able to accommodate, unless this is a complete household clean-out, or move-out situation.**
- Does this limit include yard waste bags? **Yes, this includes yard waste.**

Question 3: The governments note Rumpke's objections to "defined service penalties." (Rumpke alternate bid sections 4.3, 6.2, etc.). One of the major concerns that I have heard when working with my governments is the need to ensure quality customer service. For example, one of my participating communities recorded 321 misses between January and June of 2021 (not counting misses due to weather, residents violating collection terms, or blockages). It is the opinion of the governments that some form of a defined penalty is necessary in contracts to hold the contractor responsible. What would Rumpke propose as an alternative to the penalties listed in 4.3 and 6.2? **An alternative may be "If the City/Village notifies the Contractor in writing of multiple complaints and Contractor fails to cure such complaints in a reasonable time, the City/Village shall have the right to (a) order the Contractor to cease operations under the contract, and (b) procure substitute waste collection, removal, disposal and recycling services pending advertisement for bids for a new contract for waste collection, and (c) Require contractor to continue service until a new Contractor has been bid and contracted.**

Question 4: Rumpke's response to the 2017 SWORRE bid included pricing for portable toilets. We noted that Rumpke did not bid this service for the 2022 bid. At least one government is interested in this service, and we would like to request pricing for portable toilets if available. **Portable toilets are available and pricing will be provided. We will update the bid response sheet for this service and send for your review.**

Question 5: In the alternative bid, did Rumpke consider changing collection days or collection frequency for any of the communities? With staffing issues across the industry, would changing collection day or frequency for any of the communities make a difference in pricing? **No, we did not consider changing collection days or frequency. We would like to maintain our current routes and limiting our collection days does not reduce overall price.**

Question 6: The governments noted Rumpke's exceptions to sections 7.2 through 7.4 of the contract. These provisions have been in the Southwest Ohio Regional Refuse contracts for Cincinnati and Dayton since the inception of the program in 2010. What is the reason that Rumpke is now taking exception? **For Section 7.2, Rumpke is taking exception because 20 complaints per month, on behalf of a community of 3,000 people, is not a reasonable amount of complaints to represent a material failure resulting in termination of the contract. Additionally, a material failure should not constitute failure to pay City/Village income taxes. For Section 7.4, Rumpke is taking exception due to the current climate of fuel prices. We propose that in the event the fuel price adjustment for collection services results in a 20% increase in the initial price per residential unit per month, then the contract may terminate upon mutual agreement between Contractor and the City/Village.**

Thanks everyone! Have a nice weekend.

Regards,

Chanda Rohrer | Municipal & Public Sector

Rumpke Waste & Recycling

1932 East Monument Ave, Dayton, Oh 45402

From: T.J. White <twhite@c4lg.org>

Sent: Thursday, April 28, 2022 12:09 PM

To: Chanda Rohrer <Chanda.Rohrer@rumpke.com>

Cc: Cody Smith <csmith@C4LG.org>; 'Valerie Griffin' <valerie.griffin@cityofmiamisburg.com>; 'Keith Johnson' <keith.johnson@cityofmiamisburg.com>; 'Sonja Keaton' <SKeaton@brookvilleohio.com>; Rob Schommer <R.Schommer@cityofbellbrook.org>

Subject: Southwest Ohio Regional Refuse Consortium- Questions and Comments on Rumpke Bid and Alternative Bid Submission

Good afternoon. Thank you for your bid response and alternate bid proposal. I held a meeting with the participating governments yesterday. They have a number of questions pertaining to the bid and alternate bid responses. Although the timeline laid out in the bid stated that we would make a decision by April 29th, we are going to need to push that date back, as the governments will not be able to make any final decisions until they have time to review the answers to the questions below. Also as a reminder, not all governments are obligated to make the same decision- some may take the alternate for example while others may not.

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- How often is Rumpke generally collecting from households who go over this limit (e.g. what would be your estimate of the percentage of collections)
- Is this a provision that Rumpke will be placing in its bid proposals for all municipalities moving forward?
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Question 5: In the alternative bid, did Rumpke consider changing collection days or collection frequency for any of the communities? With staffing issues across the industry, would changing collection day or frequency for any of the communities make a difference in pricing?

Question 6: The governments noted Rumpke's exceptions to sections 7.2 through 7.4 of the contract. These provisions have been in the Southwest Ohio Regional Refuse contracts for Cincinnati and Dayton since the inception of the program in 2010. What is the reason that Rumpke is now taking exception?

Comment 1: On Section 7.5, "Termination of Facility Agreements," the participating governments agree to eliminate that section.

Thank you very much! The governments will be able to respond to the bid proposals once we hear back with answers on these questions.

T.J. White
Executive Director
Center for Local Government
513-741-7999 (p)
513-741-8671 (f)

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File Attachments for Item:

B. Discussion about increasing electricity costs, and possibility of following through with energy aggregation option for community.

Ordinance No. 2003-1

Passed February 10

03

MUNICIPALITY OF BELLBROOK, OHIO

ORDINANCE NO. 2003-1

AN ORDINANCE TO FACILITATE COMPETITIVE RETAIL ELECTRIC SERVICE TO PROMOTE ELECTRICAL SAVINGS, LOWER COST ELECTRICITY SUPPLIES AND OTHER BENEFITS FOR CERTAIN ELECTRICITY CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT AN ELECTRIC AGGREGATION PROGRAM PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE AND ARTICLE XVIII SECTION 4 OF THE OHIO CONSTITUTION; DIRECTING THE GREENE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND AUTHORIZING AN AGREEMENT WITH AN AGENT FOR SUCH PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, Article XVIII Section 4 of the Ohio Constitution grants the City of Bellbrook (the “Municipality”) certain authority related to utility service; and

WHEREAS, Pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits, certain governmental entities may aggregate certain electricity consumers within their jurisdictions; and

WHEREAS, Pursuant to Section 4928.20, Revised Code, the Municipality is authorized to act as an aggregator by establishing an automatic opt-out governmental aggregation program for the provision of competitive retail electric service (“Electric Aggregation”) for the benefit of certain electricity consumers within the Municipality so that the consumers may realize lower cost electricity supplies and other benefits from the aggregation and combined purchasing of electric supplies; and

WHEREAS, Electric Aggregation provides an opportunity for electricity consumers collectively to realize electric savings, lower cost electricity supplies, and other benefits that the consumers may not otherwise be able to realize individually; and

WHEREAS, In the public interest, the Municipality desires to submit to the electors of the Municipality the question of whether the Municipality should create an Electric Aggregation program to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits in accordance with Section 4928.20, Revised Code; and

WHEREAS, The Municipality has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and Section 4928.20, Revised Code.

NOW THEREFORE, THE MUNICIPALITY OF BELLBROOK HEREBY ORDAINS (AT LEAST FIVE MEMBERS OF COUNCIL CONCURRING):

SECTION 1. This Council finds and determines that to facilitate competitive retail electric service to promote electric savings, lower cost electricity supplies, and other benefits, it is in the best interest of the

RECORD OF ORDINANCES

Ordinance No. 2003-1

Passed February 10, 03

SECTION 4. Upon approval by a majority of the electors voting at the election provided for in this Ordinance, the Municipality shall develop and adopt a Plan of operations and governance for the Electric Aggregation program. Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Municipality. The notice shall summarize the Plan and state the date, time, and location of each hearing. Consumers enrolled in the Electric Aggregation program shall be supplied their electrical requirements and other services in accordance with supply agreement(s) determined and arranged by the Municipality, as opportunities become available to provide benefits to consumers. The Municipality shall be authorized by the electors to be the only entity authorized to act for and on behalf of the consumers that have enrolled in the Electric Aggregation program to determine and select the supplier(s) to provide the electricity and all other services for the Electric Aggregation program.

SECTION 5. The adopted Plan shall not aggregate any retail electrical load within the Municipality, unless the person whose electrical load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Electric Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Electric Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Electric Aggregation program shall default to the standard offer service of the person's electric distribution utility, until the person chooses an alternative supplier.

SECTION 6. That the Greene County Board of Elections shall cause an appropriate notice to be duly given of the election to be held on May 6, 2003 on the foregoing proposal and otherwise to provide for such election in the manner provided by the laws of the State of Ohio.

SECTION 7. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in compliance with the law.

SECTION 8. That this Ordinance is hereby declared to be an emergency measure, providing for the immediate preservation of the public peace, property, health, or safety, in that opportunities to coordinate aggregation activities with certain suppliers may become limited.

SECTION 9. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Ordinance *N2003-2*

Passed *February 10*

03

MUNICIPALITY OF BELLBROOK, OHIO

ORDINANCE NO. 2003-2

AN ORDINANCE TO FACILITATE COMPETITIVE RETAIL NATURAL GAS SERVICE TO PROMOTE NATURAL GAS SAVINGS, LOWER COST NATURAL GAS SUPPLIES AND OTHER BENEFITS FOR CERTAIN NATURAL GAS CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT AN OPT-OUT NATURAL GAS AGGREGATION PROGRAM PURSUANT TO SECTION 4929.26 OF THE OHIO REVISED CODE AND ARTICLE XVIII SECTION 4 OF THE OHIO CONSTITUTION; DIRECTING THE GREENE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND AUTHORIZING AN AGREEMENT WITH AN AGENT FOR SUCH PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, Article XVIII Section 4 of the Ohio Constitution grants the City of Bellbrook (the “Municipality”) certain authority related to utility service; and

WHEREAS, Pursuant to Chapter 4929 of the Ohio Revised Code, to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, certain governmental entities may aggregate certain natural gas consumers within their jurisdictions; and

WHEREAS, Pursuant to Section 4929.26, Revised Code, the Municipality is authorized to establish an opt-out natural gas aggregation program (“Gas Aggregation”) for the benefit of certain natural gas consumers within the Municipality so that the consumers may realize lower cost natural gas supplies and other benefits from the aggregation and collective purchasing of natural gas supplies; and

WHEREAS, Gas Aggregation provides an opportunity for natural gas consumers collectively to realize natural gas savings, lower cost natural gas supplies, and other benefits that the consumers may not otherwise be able to realize individually; and

WHEREAS, The Municipality desires to submit to the electors of the Municipality the question of whether the Municipality should create a Gas Aggregation program to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits in accordance with Section 4929.26, Revised Code; and

WHEREAS, The Municipality has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and Section 4929.26, Revised Code.

NOW THEREFORE, THE MUNICIPALITY OF BELLBROOK
HEREBY ORDAINS (AT LEAST FIVE MEMBERS OF COUNCIL
CONCURRING):

SECTION 1. This Council finds and determines that to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, it is in the best interest of the Municipality and certain natural gas consumers within the jurisdiction of the

Ordinance No2003-2

PassedFebruary 10, 2003

at the election held in accordance with this Ordinance and Section 4929.26, Revised Code. Upon approval, the Gas Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with Section 4929.26, Revised Code, and other requirements of Chapter 4929, Revised Code.

SECTION 4. Upon approval by a majority of the electors voting at the election provided for in this Ordinance, the Municipality shall develop and adopt a Plan of operations and governance for the Gas Aggregation program. Consumers enrolled in the Gas Aggregation program shall be supplied their natural gas requirements and other services in accordance with supply agreement(s) determined and arranged by the Municipality, as opportunities become available to provide benefits on behalf of the natural gas consumers enrolled in the Gas Aggregation program and the consumers located within the jurisdiction of the Municipality. The Municipality shall be authorized by the electors to be the only entity authorized to act for and on behalf of the natural gas consumers that have enrolled in the Gas Aggregation program to determine and select the natural gas supplier(s) to provide the commodity and all other services for the Gas Aggregation program and the enrolled consumers. Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Municipality. The notice shall summarize the Plan and state the date, time, and location of each hearing.

SECTION 5. The adopted Plan shall not aggregate any retail natural gas load within the Municipality, unless the person whose retail natural gas load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Gas Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Gas Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Gas Aggregation program shall default to the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier.

SECTION 6. That the Greene County Board of Elections shall cause an appropriate notice to be duly given of the election to be held on May 6, 2003 on the foregoing proposal and otherwise to provide for such election in the manner provided by the laws of the State of Ohio.

SECTION 7. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in compliance with the law.

SECTION 8. That this Ordinance is hereby declared to be an emergency providing for the immediate preservation of the public peace, property, health, or safety, in that opportunities to coordinate aggregation activities with certain suppliers of natural gas may become limited.

SECTION 9. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.