

**ORDINANCE NO. 2018-61**  
**INTRODUCED BY: MS. EVANS**

**4136**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH KIMBLE RECYCLING AND DISPOSAL,  
INC. FOR RESIDENTIAL SOLID WASTE COLLECTION,  
DISPOSAL AND RECYCLING SERVICES AND DECLARING  
AN EMERGENCY.**

WHEREAS, the Village advertised for bids for the Village's Residential Solid Waste Collection, Disposal and Recycling Services Program and received sealed bids on August 17, 2018, at which time the bids were opened and read; and

WHEREAS, Kimble Recycling and Disposal, Inc. ("Kimble"), submitted the lowest and best bid for collection, disposal and recycling, and for additional carts and container services and the Administration is recommending that Kimble's bid should be found to be the lowest and best bid; and

WHEREAS, this Council finds and determines that Kimble has submitted the lowest and best bid for the Residential Solid Waste Collection, Disposal and Recycling Services Program as set forth in the bids submitted by Kimble Recycling and Disposal, Inc.; and

WHEREAS, this Council desires to authorize the Mayor to execute an Agreement with Kimble for the Solid Waste Collection, Disposal and Recycling Services Program in accordance with the terms and conditions set forth in the Contract documents attached hereto and made a part hereof and the documents referenced in the Contract.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE  
VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an Agreement with Kimble Recycling and Disposal, Inc., in the form attached hereto and made a part hereof as Exhibit "1" for the provision of solid waste collection, disposal and recycling services. A copy of the Agreement shall be maintained in the office of the Village Administrator. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purpose of the Agreement.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of

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this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason this Ordinance must be immediately effective so that the Village may continue to provide solid waste and recycling services to its residents when the current Contract expires August 31, 2018 without interruption of services; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: August 27, 2018



\_\_\_\_\_  
Karl Maersch, Council President

Submitted to the Mayor for  
his approval on this

28 day of August, 2018

Approved by the Mayor this

28 day of August, 2018



\_\_\_\_\_  
Mayor William Tomko

I hereby certify that Ordinance No. 2018-61 was duly enacted on the 27 day of August, 2018, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



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

**VILLAGE OF CHAGRIN FALLS -- PROPOSAL CONTRACT**

This Agreement, made and entered into in Chagrin Falls, Ohio this 27 day of August, 2018 by and between the Village of Chagrin Falls ("Village") and Kimble Recycling and Disposal Inc. ("Contractor") witnesseth: that the said Contractor has agreed and by these presents does agree with the Village for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to provide (or perform, as the case may be) Solid Waste and Recycling Collection and Disposal, commencing work within seven (7) days after execution of this Contract with completion of implementation within 2555 days (7 years), and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract which are attached hereto and made a part hereof as Exhibit "1":

1. Request for proposal for Residential Solid Waste Collection, Disposal, and Recycling Services.
2. Contract forms and addendums.
3. Contract Bond.
4. Contract Provisions.
5. Contractor's Bid in Response to the Request for Proposal Dated July 26, 2018.

The Contractor agrees and understands that the work on this Contract shall be subject to the acceptance of the Village based upon and in accordance with the Contract Specifications.

It is hereby mutually agreed that the owner is to pay and the Contractor is to receive, as full compensation the sum of See Pricing on Bid Form #4 and #5 Dollars (\$                    ) (\*Plus the additional cost of recyclable material processing in years 2 through 5 of the contract).

This Contract shall be in full force and effect from the date of execution by the parties. This Contract shall be governed by and subject to interpretation by the internal laws of the State of Ohio. In the event of any dispute, interpretation or any matter regarding execution and performance of this Agreement shall be litigated exclusively in the State and Federal Courts having jurisdiction in Cuyahoga County, Ohio.

The undersigned, having full knowledge of the specifications for the services and the conditions of the proposal hereby agree to furnish all the services, labor, materials, facilities, and equipment necessary to complete the work according to the specifications and to accept as full compensation the lump sum or the unit prices specified, plus the additional calculated costs of recyclable material processing in year 2 through 5 of the contract based on the proposed formula.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of the bond. We further agree that the Owner may reject any or all bids.

By signature below, the undersigned hereby certifies that the undersigned and my Insurance Agent have examined the insurance requirements in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured us that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

Submitted by,  
Kimble Recycling & Disposal, Inc.  
Firm, Corporation, Other Form of Entity or  
Individual  
Keith B. Kimble, President  
Officer's Name and Title (typed)  
3596 St. Rt. 39 NW  
Street Address  
Dover OH 44622  
City, State, Zip

(330) 343-1224  
Telephone Number  
(330) 365-3090  
Fax Number  
KKimble@Kimblecompanies.com  
Email Address  
34-1554938  
Federal Tax ID Number

IN WITNESS WHEREOF, the parties hereunto affixed their signature the day and year set forth below.

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

Bidder Acceptance:

Kimble Recycling & Disposal Corporation a(n) Corporation entity By:  
Its: President

Keith B. Kimble  
Date of Acceptance: 9-17-2018

Village Acceptance:

By: William A. Tuley  
Village of Chagrin Falls, Ohio Mayor

Date of Acceptance: August 23, 2018

Accepted as to \_\_\_\_\_ (add any bid items  
accepted or rejected)

Date of Acceptance: \_\_\_\_\_

Bid \_\_\_\_\_

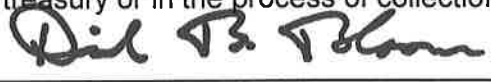
Approved as to Form

  
\_\_\_\_\_  
Director of Law

Minutes \_\_\_\_\_

I, David Bloom, Finance Director of the Village of Chagrin Falls, Ohio hereby certify that the funds necessary to pay the obligation of the foregoing contract in this fiscal year have been approved and are unencumbered and are either in the treasury or in the process of collection

\_\_\_\_\_, August 28, 2018

  
\_\_\_\_\_  
David B. Bloom, Finance Director  
Village of Chagrin Falls