

RESOLUTION NO. CR-74-91

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXTEND THE CONTRACT WITH LARRY'S TRUCKING, INC. FOR FIVE YEARS

WHEREAS, for the past nine years, Larry's Trucking, Inc., has provided professional and reliable service collecting garbage and refuse from the homes of the citizens of this city; and

WHEREAS, it has become necessary to institute a full scale recycling program which is to be effective in 1992 to comply with Federal Law; and

WHEREAS, Larry's Trucking, Inc., has been instrumental in the pilot program for recycling in the City of Grove City and has been requested by the City to implement various recycling programs to take effect in 1991 and in 1992; and

WHEREAS, said recycling programs will result in additional requirements, equipment, facilities and manpower on behalf of Larry's Trucking, Inc.; and

WHEREAS, it would be in the best interest of the City to provide for the continuation of the quality of service previously enjoyed by the City of Grove City and to continue with the recycling program being implemented; and

WHEREAS, the contract between the City of Grove City and Larry's Trucking, Inc., provides for an extension of time of his contract.

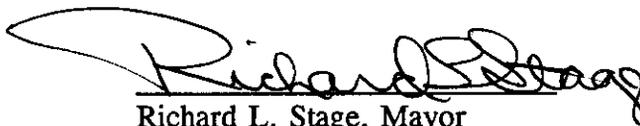
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby authorizes the Mayor to sign an extension of the contract with Larry's Trucking, Inc., which will extend said contract for an additional five (5) years beyond the expiration date originally set forth in the contract and prior extension; said extended contract to expire on October 31, 1997.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

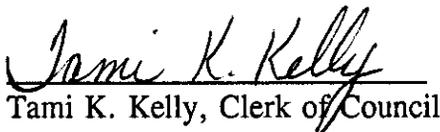


Earl R. Nicholson, President of Council



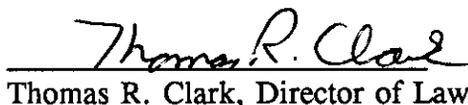
Richard L. Stage, Mayor

Passed: 12/16/91
Effective: 12/16/91
Attest:



Tami K. Kelly, Clerk of Council

I Certify that this resolution is correct as to form.



Thomas R. Clark, Director of Law

ADDENDUM TO CONTRACT

This Addendum entered into this 16th day of December, 1991, by and between the City of Grove City, Ohio hereinafter referred to as the "City" and Larry's Trucking, Inc. an Ohio Corporation hereinafter referred to as the "Contractor".

In consideration of the mutual covenants and promises contained herein, and in accordance with the provisions of Resolution No. CR-74-91, passed by the Council of the City of Grove City, Ohio on the 16th day of December, 1991 and in accordance with the provisions of the Codified Ordinances of the City of Grove City, Ohio, the parties agree as follows:

1). The Contract heretofore entered into between the parties dated November 1, 1982, and extended to October 31, 1992, is hereby extended for a period of five (5) years, with the expiration date to now read October 31, 1997.

2). The Contractor shall be responsible as directed by the Director of Public Service for overseeing, assisting and performing the appropriate recycling program(s) being instituted by the City and those recycling programs mandated by State and/or County governments. There shall be no additional cost to the City or its residents for the recycling programs and the Contractor agrees to pass on any savings to the residents which may be received from any profits derived from the recycling products collected by the Contractor under this program.

3). The Contractor will not charge more than \$8.25 per month per household for the period of this extension except to the extent said amount may be altered by ordinance of the Council pursuant to the Codified Ordinances of the City of Grove City. The Contractor may adopt reasonable penalties and assessments for late payment or nonpayment as approved by the Director of Public Service.

4). The Contractor may apply for an Annual increase as provided for in section 725.10(a) of the Codified Ordinances of the City of Grove City. The request for compensation for increases in "landfill charges" will be based on a calculation of the total of the cost of disposal of "Yard Waste, the net cost of the disposal of recyclables and the cost of disposal at the Solid Waste Reduction Facility divided by the average number of households per month per year.

This number will be compared to the cost of 23,725 cubic yards disposed of at a rate of \$7.70/cu yd for a total of \$182,683 divided by 5,500 households for an average cost of \$33.22 per year. The baseline numbers being used were taken from a proposal provided by Larry's Trucking titled "Council Meeting Dec. 2, 1991".

4). continued

City Council may grant an Annual increase per household up to the difference between the baseline cost per household and the calculation of cost for the year being applied for. Council will also consider the Contractor's compliance with Section 2. of this ADDENDUM in making their final determination.

5). All other matters, agreements, conditions and covenants heretofore contained in the original contract and addendum thereto shall remain in full force and effect and the entire contract is hereby extended in accordance with the terms hereof; and this ADDENDUM is only entered into for the purpose of extending the expiration date of said contract and to establish the recycling program and its effect on the calculation of any annual increase for the extended period with the Contractor.

6). The City shall have the right to terminate the contract should it be held by operation of law or by a court of competent jurisdiction to be invalid. Nothing contained herein shall be interpreted to the admission or indication that the extension by addendum is illegal or improper.

7). The Contractor shall indemnify and save harmless the City of Grove City from and against any and all claims, liability, damage and loss to person or property and for costs and attorney fees which may arise from the solid waste hauling operations to be carried on by the Contractor resulting from the terms and conditions of this addendum and the original contract heretofore entered into.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its proper officer pursuant to the authority granted by City Council of Grove City, Ohio, and the Contractor has signed this agreement by its President duly authorized the day and year first written above.

This Addendum shall be governed by the laws of the State of Ohio both to interpretation and performance.

Jami K. Kelly
Witness
Michael D. Shell
Witness

LARRY'S TRUCKING, INC.
BY: Larry Beavers Pres.
Larry Beavers, President

Jami K. Kelly
Witness
Michael D. Shell
Witness

CITY OF GROVE CITY, OHIO
BY: Richard L. Stage
Richard L. Stage, Mayor

APPROVED AS TO FORM BY: THOMAS R. CLARK, Director of Law Thomas R. Clark