

1 **BILL NO. S-22-09-23**

2 SPECIAL ORDINANCE NO. S-119-22

3  
4 AN ORDINANCE approving SERVICE AGREEMENT  
5 – WATER POLLUTION CONTROL PLANT POND  
6 CAPACITY RESTORATION PHASE IV –  
7 (\$723,600.00) between REPUBLIC SERVICES OF IN,  
LP and the City of Fort Wayne, Indiana, by and through  
its Board of Public Works.

8  
9 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
10 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

11 **SECTION 1.** That the SERVICE AGREEMENT - WATER  
12 POLLUTION CONTROL PLANT POND CAPACITY RESTORATION PHASE IV –  
13 (\$723,600.00) between REPUBLIC SERVICES OF IN, LP and the City of Fort  
14 Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and  
15 affirmed and approved in all respects, respectfully for:

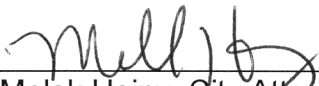
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17 All labor, insurance, material, equipment, tools, power,  
18 transportation, miscellaneous equipment, etc., necessary for  
19 SOLIDS DISPOSAL AT THE LANDFILL FOR SOLIDS  
20 REMOVED DURING THE POND DREDGING PROCESS AT  
21 THE WATER POLLUTION CONTROL PLAN WET WEATHER  
MANAGEMENT FACILITIES. TRANSPORTATION AND  
DELIVERY OF SOLIDS TO THE LANDFILL SHALL BE  
PROVIDED BY A SEPARATE CONTRACTOR;

22 involving a total cost not to exceed SEVEN HUNDRED TWENTY-THREE  
23 THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$723,600.00). A copy of  
24 said Contract is on file with the Office of the City Clerk and made available for  
25 public inspection, according to law.  
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1                                   **SECTION 2.** That this Ordinance shall be in full force and effect from  
2 and after its passage and any and all necessary approval by the Mayor.

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5                                   Council Member

6 APPROVED AS TO FORM AND LEGALITY

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8                                     
9                                   Malak Heiny, City Attorney

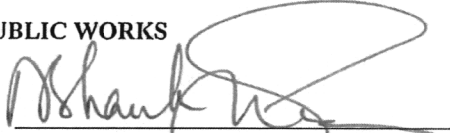
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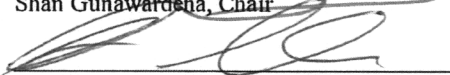
Water Pollution Control Plant Pond Capacity Restoration Phase IV  
WO #76975

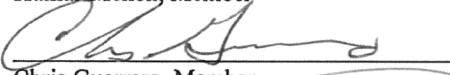
Approval of Services Agreement between the City of Fort Wayne and Republic Services for #WO 76975, Water Pollution Control Plant Pond Capacity Restoration Phase IV. Compensation for services performed shall not exceed \$723,600.00.


APPROVED THIS 28 DAY OF June, 2022.

BOARD OF PUBLIC WORKS

BY:   
Shan Gunawardena, Chair

BY:   
Kumar Menon, Member

BY:   
Chris Guerrero, Member

ATTEST:   
Michelle Fulk-Vondran, Clerk

DATE: 6.28.2022



# SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 3764 21 22906

### Generator Billing Information

Name: City of Fort Wayne Please reference PO # 76795  
Address: Attn: Zachary Katter  
200 E. Berry Street, Suite 250  
City: Fort Wayne  
State: Indiana Zip: 46802  
Phone: 260-427-6385 Fax: \_\_\_\_\_  
Contact: Zachary Katter

### Republic Waste Location (Company)

National Serv-All Landfill (Republic Services)  
6231 MacBeth Road  
Fort Wayne, IN 46809  
260-442-3174

Project: Sewer Pipe Grit (See Below for Pricing Info) County and State of Origin: Allen County, Indiana

Additional Information: Please reference the PO # listed above (in the billing section) on invoices for this project

- Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
- Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u> (included in the disposal rate)	<u>Transportation</u>
<u>Sewer Pipe Grit</u>	<u>National Serv-All Landfill</u>	<u>\$ 24.12 /Ton</u>		<u>Not Applicable</u>

Additional Information: One-Ton Minimum Charge Per Load. The above disposal rate is a special discounted rate for the large volume of Sewer Pipe Grit likely to take place over a 10 - 12 month timeframe and estimated to start in the July/August range.

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of N/A Without Prior Approval of Company.

- (B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) Pending Landfill Approval
- 2) Once Approved, All Loads Must Carry a Non-Hazardous Waste Manifest

4. **Term of Agreement.** This Agreement is effective for 12 months, commencing 7/1/2022 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

X [Signature]  
SIGNATURE (AUTHORIZED REPRESENTATIVE)

X MICHAEL E. KIESTER, MANAGER  
NAME AND TITLE (PLEASE PRINT)

X JUNE 23 2022  
DATE

REPUBLIC SERVICES, INC/COMPANY

Jay Weiseman  
SIGNATURE (AUTHORIZED REPRESENTATIVE)

Jay Weiseman, Special Waste Exec.  
NAME AND TITLE (PLEASE PRINT)

6/23/2022  
DATE

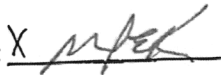
## Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste handlers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Generator's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of this potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below.

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be cancelled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
- A petition for reorganization or bankruptcy filed by or against the Generator
  - Failure by Generator to pay any amounts due to Company.
  - Any breach by Generator of any of its obligations pursuant to the Agreement
- Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.
17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous**
- This Agreement shall be governed by the laws of the State in which the Facility is located.
  - No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
  - No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
  - Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
  - If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
  - This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
  - Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
  - It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
21. **Notice.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: X 

Republic Services, Inc/COMPANY: JDW May 2009

**CITY OF FORT WAYNE, INDIANA**

**Republic Services of IN, LP**  
**(Vendor Name)**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1: Disclosure of Financial Interest in Vendor**

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)  (N/A)

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship  stock   
partnership interest  units (LLC)   
other (explain) \_\_\_\_\_

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):  
ownership interest:

Name: \_\_\_\_\_ %

Name: \_\_\_\_\_ %

**Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)**

For each individual listed in Section 1a. check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:  
Yes \_\_\_\_\_ No  X

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- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)  
Including contractual employment for services in the previous 3 years:

Yes \_\_\_\_\_ No  X

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- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes \_\_\_\_\_ No  X

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**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

- a. Does Vendor have current contracts (including leases) with the City? Yes  X  No \_\_\_\_\_

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

1. Disposal agreement for all tons collected by current collection service provider.
2. Recycle processing agreement for tons collected by current collection service provider
3. Rolloff Containers and Neighborhood Cleanups – SVC Agreement #4524

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes  X  No \_\_\_\_\_

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

Disposal for leaves collected during fall of 2021. PO pending with Matt Gratz

- c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes \_\_\_\_\_ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: \_\_\_\_\_

Company / Name / Payment Terms: \_\_\_\_\_

**Section 4: CERTIFICATION OF DISCLOSURES**

**In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:**

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

elements as the offense of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Republic Services of IN, LP  
(Name of Vendor)

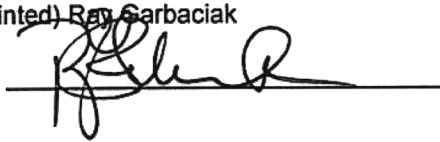
6231 MacBeth Road, Fort Wayne, IN 46809  
Address  
(260) 602-4327  
Telephone  
rgarbaciak@republicservices.com  
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Ray Garbaciak

Title Sales Manager

Signature



Date 10-14-21

**NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.**

# Interoffice Memo

Date: September 16, 2022  
To: Common Council Members  
From: Michael Kiester, Manager, City Utilities Engineering  
RE: **Water Pollution Control Plant Pond Capacity Restoration – Phase IV  
W.O. # 76975**



Council District # 1

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Solids disposal at the landfill for solids removed during the pond dredging process at the Water Pollution Control Plant Wet Weather management facilities. Transportation and delivery of solids to the landfill shall be provided by a separate contractor.

Implications of not being approved: The ponds at the Water Pollution Control Plant provides storage of wet weather flows during rain events in the city. Sediment has settled in the grit capturing basin of the pond that limits the capacity of the pond storage if not removed from the system. Solids are currently being removed from the pond by previously approved dredging contractors. This agreement supports solids removal at the ponds and allows solids to be properly disposed of.

If Prior Approval is being Requested, Justify: N/A

The agreement for Resolution #76975 awarded to Republic Services is set at a not to exceed amount of \$723,600.00. Republic Services owns the only landfill in Allen County that can be utilized for this grit removal and the city will be billed on a per ton basis. Tonnage outlined in the agreement was estimated based on samples and measurements taken earlier in 2022.

The cost of said project funded by Sewer Revenue Fund.

Council Introduction Date: September 27, 2022

CC: Matthew Wirtz  
Jill Helfrich  
File

**BILL NO. S-22-09-23**

**REPORT OF COMMITTEE ON CITY UTILITIES**

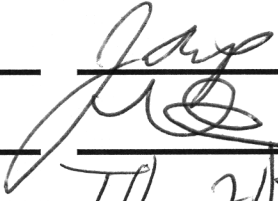
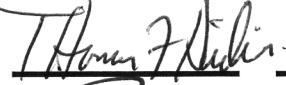


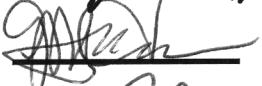



**October 11, 2022**

**Thomas Didier Chair**  
**Glynn Hines Co-Chair**  
**All Council Members**

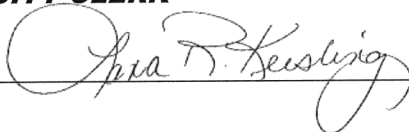
An Ordinance approving Service Agreement – Water Pollution Control Plant Pond Capacity Restoration Phase IV – between Republic Services of IN, LP and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$723,600.00*

**COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING**  
**CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Didier.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilperson Didier, placed on passage by the following vote:


<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: October 11, 2022

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
 Special Ordinance No. S-22-09-23 on the 11th day of October, 2022

ATTEST:

  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th  
 of October 2022, at the hour of 10:35 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 12<sup>th</sup> day of OCTOBER 2022, at the  
 hour of 11:30 o'clock Am E.S.T.

  
 \_\_\_\_\_  
 THOMAS C. HENRY, MAYOR

