

**A RESOLUTION REQUIRING THE CITY OF FORT WAYNE THROUGH THE SOLID
WASTE DEPARTMENT TO REPORT TO COUNCIL BEFORE THE FINAL
PAYMENT IS PROCESSED AND DELIVERED TO RED RIVER WASTE SOLUTIONS**

WHEREAS, the Fort Wayne Common Council is the fiscal body of the City of Fort Wayne; and

WHEREAS, as the fiscal body, the Common Council has budgetary oversight over the General Fund and other property tax-funded budgetary items, but the Solid Waste Fund is exclusively overseen by the Executive branch which has been reluctant to enforce the terms of the contract and has allowed the fund to become approximately \$3 million cash negative; and

WHEREAS, Red River has been the Solid Waste provider for the City of Fort Wayne since January 1, 2018 and filed for bankruptcy on October 14, 2021; and

WHEREAS, on December 8, 2021 the City of Fort Wayne sent a formal letter to Red River outlining seven areas where Red River had breached the contract including excessive missed collections, failure to pay amounts due under contract, failure to staff the contract, failure to provide collection reports, and failure to limit collection hours, failure to address property damage, and failure to provide promotional and educational funding; and

WHEREAS, as part of the “transition agreement” signed by the Mayor on March 31, 2022, the City of Fort Wayne was required to pay Red River an additional \$1.9 million to ensure that they continue to provide service through June 30, 2022; and

WHEREAS, in seeking the approval of the “transition agreement” from the City Council, the Executive branch warranted that the transition agreement would be strictly followed and deficiencies of service would not be tolerated; and

WHEREAS, the service, which has been substandard for the totality of the contract, has become abysmal, to a point that even with additional services provided by other contractors and City employees, recycling has had to be suspended in order to collect all of the trash, which is still not occurring; and

WHEREAS, the company has been mismanaged, but the workers have acted responsibly and respectfully and there is the sincerest appreciation for them; and

WHEREAS, it is very reasonable that there will be unresolved conflicts with Red River, who has not been a good partner with the City of Fort Wayne, when they cease service on June 30th, 2022; and

1 WHEREAS, the Solid Waste Department pays Red River in arrears and the final payment
2 will be after the service agreements have been terminated, and the threat of Red River's service
3 dipping and severely inconveniencing the ratepayers and garbage piling up throughout the City is
4 no longer a concern; and

5 WHEREAS, to date, the Solid Waste Department has not been responsive in holding Red
6 River accountable, focusing on making excuses for the poor service instead of coordinating
7 improvements for ratepayers.

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

10 **SECTION 1.** The Solid Waste Department shall not make final compensation, for June
11 2022 services and anything billed or owed related to the termination and/or ending of the Solid
12 Waste contracts, to Red River until it has reported to the Common Council at a public meeting the
13 following information:

- 14 a) How many times, defined as how many addresses each week, Red River picked up
15 the garbage on time in the month of June 2022.
- 16 b) How many times Red River picked up the recycling on time in the month of June
17 2022.
- 18 c) How many times Red River did not pick up the garbage on time in the month of
19 June 2022.
- 20 d) How many times Red River did not pick up the recycling on time in the month of
21 June 2022.
- 22 e) How many times a party other than Red River, including any third parties or City
23 employees, picked up the garbage and/or recycling in the month of June 2022.
- 24 f) Any expenses the Solid Waste Department or the City of Fort Wayne incurred
25 assisting in picking up the garbage or recycling, including but not limited to the
26 costs of any third parties or City employees, for the month of June 2022.
- 27 g) The compensation amount per the garbage contract and the transition agreement
28 for June 2022.
- 29 h) The compensation amount per the recycling contract and the transition agreement
30 for June 2022.
- 31 i) The City Law Department shall certify a tabulation of the maximum fine that can
32 be levied for the garbage contract, recycling contract, and transition agreement for
33 the month of June 2022.
- 34 j) The City Law Department shall make a recommendation to the Common Council
35 with its recommended fine to levy for the garbage contract, recycling contract, and
36 transition agreement for the month of June 2022.

- 1 k) The City Law Department shall explain any difference in the maximum fine that
2 could be levied and the fine that it recommends levying, as outlined in sub-points
3 “i” and “j” of this resolution.
4 l) The Solid Waste Department shall seek Council’s input after is presentation of the
5 preceding information.
6 m) The Solid Waste Department shall also report the preceding information to the
7 Solid Waste Advisory Board at its next meeting, preferably before presenting to the
8 Common Council.

9 **SECTION 2.** The Solid Waste Department shall also present the Common Council at
10 the same public meeting where they are presenting the information requested in Section 1,
11 the following information for purposes of identifying a means of returning to the ratepayer
12 a refund in the form of a bill credit for the services the ratepayer was charged but did not
13 receive:

- 14 a) The refund amount if the maximum fines referenced in Section 1(i) were levied and
15 returned equally to each ratepayer.
16 b) If any, the Solid Waste Department’s recommended refund to each ratepayer.

17 **SECTION 3.** Time is of the essence and the Common Council requests the
18 presentation from the Solid Waste Department as soon as possible, but no later than
19 8/2/2022. If this resolution passes, the Solid Waste Department may not be relieved of its
20 reporting obligations identified herein or its attendance at a Public Meeting by any single
21 member of council.

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25 Russ Jehl, Council Member
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27 APPROVED AS TO FORM AND LEGALITY
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31 Joseph G. Bonahoom, Attorney for City Council