

RESOLUTION 10-94

A RESOLUTION AUTHORIZING THE INCREASE IN GARBAGE COLLECTION FEES FOR THE CITY OF SPRING HILL

WHEREAS, by authorization of Resolution 09-54, the City of Spring Hill entered into a contract with Waste Management for Solid Waste Collection Services for the City of Spring Hill; and

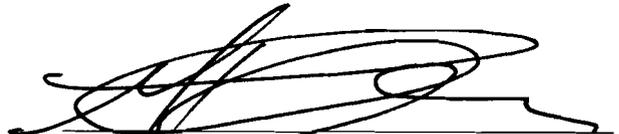
WHEREAS, annual increases were included in the approved contract ; and

WHEREAS, the City of Spring Hill currently charges garbage collection fees as stated on attached "Garbage Pickup Pricing" Chart, Column "A"; and

WHEREAS, the City must increase rates to prevent the Sanitation Fund from operating in deficit, as required by law; and

NOW, THEREFORE BE IT RESOLVED the Board of Mayor and Aldermen of the City of Spring Hill hereby increases garbage collection fees, as stated on attached "Garbage Pickup Pricing" Chart, Column "C".

Passed and adopted this 20th day of September, 2010.



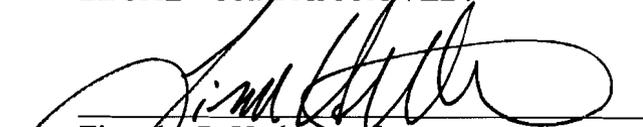
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood
City Attorney

Garbage Pickup Pricing

September 2010

	Column "A"	Column "B"	Column "C"	Column "D"	Column "E"
	Current	\$ Increase	Waste Mgt	Bad Debt	Proposed
Residential	\$ 9.52	\$ 0.10	\$ 9.62	\$ 0.10	\$ 9.72
Commercial Hand Pick-Up					
1/2 cubic yard	\$ 17.00	\$ 0.17	\$ 17.17	\$ 0.10	\$ 17.27
1 cubic yard	\$ 19.50	\$ 0.20	\$ 19.70	\$ 0.10	\$ 19.80
1 1/2 cubic yard	\$ 22.00	\$ 0.22	\$ 22.22	\$ 0.10	\$ 22.32
Commercial Frontload - One					
2 yard 1X	\$ 73.30	\$ 0.73	\$ 74.03	\$ 0.10	\$ 74.13
2 yard 2X	\$ 124.73	\$ 1.25	\$ 125.98	\$ 0.10	\$ 126.08
2 yard 3X	\$ 176.16	\$ 1.76	\$ 177.92	\$ 0.10	\$ 178.02
2 yard 4X	\$ 227.80	\$ 2.08	\$ 229.88	\$ 0.10	\$ 229.98
2 yard 5X	\$ 330.46	\$ 3.30	\$ 333.76	\$ 0.10	\$ 333.86
4 yard 1X	\$ 86.15	\$ 0.86	\$ 87.01	\$ 0.10	\$ 87.11
4 yard 2X	\$ 150.45	\$ 1.50	\$ 151.95	\$ 0.10	\$ 152.05
4 yard 3X	\$ 214.73	\$ 2.15	\$ 216.88	\$ 0.10	\$ 216.98
4 yard 4X	\$ 279.03	\$ 2.79	\$ 281.82	\$ 0.10	\$ 281.92
4 yard 5X	\$ 407.62	\$ 4.08	\$ 411.70	\$ 0.10	\$ 411.80
6 yard 1X	\$ 115.72	\$ 1.16	\$ 116.88	\$ 0.10	\$ 116.98
6 yard 2X	\$ 209.59	\$ 2.10	\$ 211.69	\$ 0.10	\$ 211.79
6 yard 3X	\$ 303.46	\$ 3.03	\$ 306.49	\$ 0.10	\$ 306.59
6 yard 4X	\$ 396.49	\$ 3.96	\$ 400.45	\$ 0.10	\$ 400.55
6 yard 5X	\$ 585.06	\$ 5.85	\$ 590.91	\$ 0.10	\$ 591.01
8 yard 1X	\$ 146.58	\$ 1.47	\$ 148.05	\$ 0.10	\$ 148.15
8 yard 2X	\$ 271.31	\$ 2.71	\$ 274.02	\$ 0.10	\$ 274.12
8 yard 3X	\$ 396.05	\$ 3.96	\$ 400.01	\$ 0.10	\$ 400.11
8 yard 4X	\$ 520.77	\$ 5.21	\$ 525.98	\$ 0.10	\$ 526.08
8 yard 5X	\$ 770.23	\$ 7.70	\$ 777.93	\$ 0.10	\$ 778.03
Commercial Frontload - Two					
2 yard 1X	\$ 124.61	\$ 1.25	\$ 125.86	\$ 0.10	\$ 125.96
2 yard 2X	\$ 212.04	\$ 2.12	\$ 214.16	\$ 0.10	\$ 214.26
2 yard 3X	\$ 299.47	\$ 2.99	\$ 302.46	\$ 0.10	\$ 302.56
2 yard 4X	\$ 386.92	\$ 3.87	\$ 390.79	\$ 0.10	\$ 390.89
2 yard 5X	\$ 561.78	\$ 5.62	\$ 567.40	\$ 0.10	\$ 567.50
4 yard 1X	\$ 146.46	\$ 1.46	\$ 147.92	\$ 0.10	\$ 148.02
4 yard 2X	\$ 255.77	\$ 2.56	\$ 258.33	\$ 0.10	\$ 258.43
4 yard 3X	\$ 365.04	\$ 3.65	\$ 368.69	\$ 0.10	\$ 368.79
4 yard 4X	\$ 474.35	\$ 4.74	\$ 479.09	\$ 0.10	\$ 479.19
4 yard 5X	\$ 692.95	\$ 6.93	\$ 699.88	\$ 0.10	\$ 699.98
6 yard 1X	\$ 196.72	\$ 1.97	\$ 198.69	\$ 0.10	\$ 198.79
6 yard 2X	\$ 356.30	\$ 3.56	\$ 359.86	\$ 0.10	\$ 359.96
6 yard 3X	\$ 515.88	\$ 5.16	\$ 521.04	\$ 0.10	\$ 521.14
6 yard 4X	\$ 674.03	\$ 6.74	\$ 680.77	\$ 0.10	\$ 680.87
6 yard 5X	\$ 994.60	\$ 9.95	\$ 1,004.55	\$ 0.10	\$ 1,004.65
8 yard 1X	\$ 249.19	\$ 2.49	\$ 251.68	\$ 0.10	\$ 251.78
8 yard 2X	\$ 461.23	\$ 4.61	\$ 465.84	\$ 0.10	\$ 465.94
8 yard 3X	\$ 673.29	\$ 6.73	\$ 680.02	\$ 0.10	\$ 680.12
8 yard 4X	\$ 885.31	\$ 8.85	\$ 894.16	\$ 0.10	\$ 894.26
8 yard 5X	\$ 1,309.39	\$ 13.09	\$ 1,322.48	\$ 0.10	\$ 1,322.58

RESOLUTION 09-54

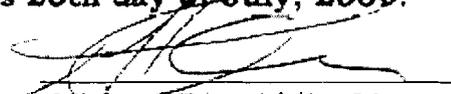
**A RESOLUTION TO ACCEPT THE PROPOSAL OF WASTE
MANAGMENT FOR SOLID WASTE COLLECTION SERVICES**

WHEREAS, the contract for Solid Waste Collection expires on August 31, 2009;

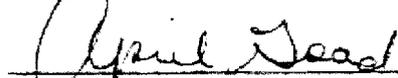
WHEREAS, the City of Spring Hill has advertised Requests for Proposals for this service from qualified contractors and were submitted, on or before 2:00 p.m., July 15, 2009 for commercial and residential sanitation service; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen accept the recommendation of City Staff to accept the proposal of Waste Management for Solid Waste Collection Services for the City of Spring Hill. Service prices and specifications are itemized on attached matrix.

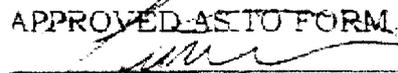
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 20th day of July, 2009.


Michael Dinwiddie, Mayor

ATTEST:


April Goad, City Recorder

~~APPROVED AS TO FORM.~~


Tim Underwood, City Attorney

CONTRACT

THIS CONTRACT, made and entered into this 15th day of March, 2009, by and between the City of Spring Hill, Tennessee (hereinafter called the "City"), and Waste Management, Inc. of Tennessee (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the 15th day of July, 2009, submit a Proposal to provide Solid Waste Collection Services within the City and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted a contract for services within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Solid Waste Collection Services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract (hereinafter collectively referred to as the "Contract Documents"):
 - a. The Request for Proposals.
 - b. The Instructions to Bidders.
 - c. The Contractor's Proposal.
 - d. The General Specifications.
 - e. The resolution of the City ordering or authorizing the work and services contemplated herein.
 - f. The Performance Bond.
 - g. This instrument.
 - h. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:

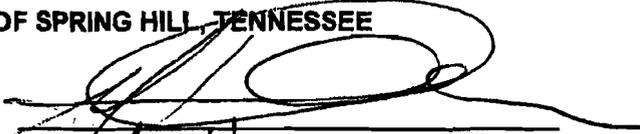
a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.

b. Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.

c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at 10:00 pm, as of this 15 day of March, 2010 A.D.

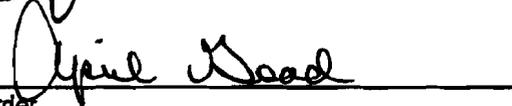
CITY OF SPRING HILL, TENNESSEE

By: 

Mayor



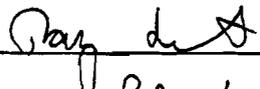
City Attorney



City Recorder

SEAL OF THE CITY OF
SPRING HILL, TENNESSEE

WASTE MANAGEMENT, INC. OF TENNESSEE

By: 

Print Name: RAY Litwiler
Title: District operations manager

ADDENDUM TO CONTRACT

CITY OF SPRING HILL, TENNESSEE

This Addendum dated _____, 2009 (the "Addendum") is appended to and incorporated into that certain by and between the City of Spring Hill, Tennessee (the "City") and Waste Management, Inc. of Tennessee (the "Contractor") Contract dated on even date herewith (the "Contract").

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE CONTRACT TO WHICH THIS ADDENDUM IS APPENDED AND INCORPORATED, THE FOLLOWING PROVISIONS SHALL BE EFFECTIVE AND BINDING UPON THE PARTIES AND SHALL SUPERSEDE ANY PROVISIONS IN THE CONTRACT AND ANY CONTRACT DOCUMENTS IN CONFLICT HEREWITH.

1. **Award of Contract.** The City hereby awards this Contract to the Contractor. During the term of this Contract and any extensions, the Contractor shall have the exclusive right to provide all residential solid waste collection services, and all front end loaded container services for Commercial & Industrial Unit, as set forth in the Contract Documents, within the territorial jurisdiction of the City for the term of this Contract and any extensions. The City represents and warrants that it has the authority to grant such status to the Contractor.
2. **Term.** The term of this Agreement shall be three (3) years, commencing on September 1, 2009. This Agreement may be renewed for one additional term of 3 years upon mutual agreement of the parties.
3. **Bonds.** The Material and Labor Bond requirement referenced in Section 13.02 of The General Specifications are hereby waived by the City.
4. **Definitions.** Commercial and Industrial Refuse shall mean all Garbage or Refuse generated by a Producer at a Commercial & Industrial Unit; except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Hazardous Waste, Rubbish or Yard Waste as set forth under Section 1.00 of the General Specifications, or Special Waste. For the purposes of this Agreement, Refuse shall mean all nonputrescible waste, and Special Waste shall be defined as: solid waste that would require special handling and management including, whole tires, used motor oil, lead -acid batteries, treated/de-characterized (formerly hazardous) wastes, polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, chemical containing equipment, demolition debris, incinerator ash, medical wastes, off-spec chemicals, sludges, spill-cleanup wastes, underground storage tank (UST) soils, and wastes from service industries.
5. **Excluded Waste.**

(a) The Contractor shall not be required to collect, transport, dispose of or otherwise handle Bulky Waste, Construction and Demolition Waste, Dead Animals larger than ten (10) pounds, Hazardous Waste, Rubbish, Medical Waste, Special Waste, White Goods, Yard Waste, Industrial Wastes, toxic substances, storm debris, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not included in the definitions of Garbage or Commercial and Industrial Refuse under Section 1.00 of the General Specifications; nor shall the Contractor be required to collect, transport, dispose of or otherwise handle any waste materials that are mixed with any of the foregoing excluded wastes.

(b) The parties understand and agree that, in the event of a storm, other inclement weather, or any unforeseen event resulting in excessive amounts of storm debris (including materials that might otherwise be classified as Yard Waste) or other similar materials, the collection and disposal of such materials must be governed by a separate, written agreement to be negotiated by the parties. The Town/City/County shall give the Contractor the first right and opportunity to enter such negotiations with the Town/City/Council, and both parties agree to conduct such negotiations in good faith.

(c) Contractor shall not be required to collect more than ten (10) Bags per Producer per collection day.

6. Modification of Rates. Section 2.02 is hereby modified to read as follows: All collection prices set forth on Contractor's Proposal attached hereto shall be firm for a one-year period. Contractor may increase the charges annually beginning September 1, 2010 and on first day of September each year thereafter during the remainder of the term and any extension term. Section 14.02 of the General Specifications is hereby deleted in its entirety.

7. Title. The Contractor shall accept title to Garbage and Commercial and Industrial Refuse upon collection and placement into the Contractor's collection vehicles except for Hazardous Waste and other wastes excluded by this Contract. Title to and liability for Hazardous Waste and any other excluded materials, as set forth in Section 4 of this Addendum shall remain with the producer of such waste. All acceptable Garbage or Commercial and Industrial Refuse to which the Contractor acquires title shall be the responsibility of the Contractor until it is properly disposed of.

Approved and accepted this 15th day of March, 2009¹⁰.

CITY OF SPRING HILL, TENNESSEE

By: 
It's Mayor

WASTE MANAGEMENT, INC. OF TENNESSEE

By: Ray Litwiler

Print Name: RAY Litwiler

Title: District Operations Manager

EXHIBIT A

PROPOSED RATES FOR SOLID WASTE COLLECTION SERVICES

(Prices are set for one year until 8/31/2010)

Residential:

The price per unit per month is \$9.52

Commercial hand pick up:

½ cubic yard account - \$17.00 per month
1 cubic yard account - \$19.50 per month
1½ cubic yard account - \$22.00 per month

Commercial frontload service:

- Prices are monthly totals for weekly service and include rental

One container	1X	2X	3X	4X	5X
2 yd	73.30	124.73	176.16	227.60	330.46
4 yd	86.15	150.45	214.73	279.03	407.62
6 yd	115.72	209.59	303.46	396.49	585.06
8 yd	146.58	271.31	396.05	520.77	770.23
Two containers	1X	2X	3X	4X	5X
2 yd	124.61	212.04	299.47	386.92	561.78
4 yd	146.46	255.77	365.04	474.35	692.95
6 yd	196.72	356.30	515.88	674.03	994.60
8 yd	249.19	461.23	673.29	885.31	1309.39
Three containers	1X	2X	3X	4X	5X
2 yd	164.93	280.64	396.36	512.10	743.54
4 yd	193.84	338.51	483.14	627.82	917.15
6 yd	260.37	471.58	682.79	892.10	1316.39
8 yd	329.81	610.45	891.11	1171.73	1733.02

Proposed method for rate changes in years 2 through 6 of the contract:

- On September 1 of each contract year the rates will be changed to reflect any increase in the Consumer Price Index – All Urban Consumers, U.S. (ID# CUUR0000SA0)
- The calculation will be an average of the 12 months [July – June] before September.
- This percentage will be available to the City in mid July of each year. WM will also provide an estimated percentage in May to the City for budgeting purposes.