



CITY OF TIFTON

Regular City Council Meeting

November 3, 2014

Tift Hall

Abraham Baldwin Agricultural College

2802 Moore Highway

6:00 p.m.

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REGULAR CITY COUNCIL MEETING

COMMENTS BY DR. DAVID BRIDGES

TOUR OF TIFT HALL

CALL TO ORDER

PRAYER AND PLEDGE

APPROVAL OF THE COUNCIL AGENDA

EMPLOYEE OF THE MONTH

SWEARING IN OF MARK PETERMAN TO THE HPC

CITIZEN INPUT

APPROVAL OF MINUTES

1. Approval of the minutes from the October 6, 2014 Regular Council Meeting, and October 16, 2014 Council Workshop

RESOLUTIONS

2. Resolution Approving Contract with Golden Environmental, LLC for Solid Waste Collection and Disposal and Recyclables, and Authorizing the City Manager to Execute the Contract

OTHER BUSINESS

4. Award Proposal for Landfill Excavator to Yancey Bros. in the amount of \$218,923.00
5. Award Proposal for Landfill Articulated off Highway Dump Truck to ASC Construction Equipment in the amount of \$270,000.00
5. Board Report

**City of Tifton
Regular Council Meeting
October 6, 2014
5:00 PM
Municipal Courtroom**

ATTENDEES

Jamie Cater, Mayor
Johnny Terrell, Vice Mayor
Wes Ehlers, Council Member
Chris Parrott, Council Member
Julie Smith, Council Member

Larry Riner, City Manager
Rona Martin, City Clerk
Rob Wilmot, City Attorney

PUBLIC HEARING

- **Submittal of Application to the Georgia Department of Community Affairs for a Community Development Block Grant of up to \$500,000**

Larry Riner, City Manager stated the purpose of the public hearing is to take input from the public as to what they feel the proposed CDBG funds would be used for. He asked anyone present who would like to speak to come forward. He stated there was no input from the public.

Mayor Cater closed the public hearing.

CALL TO ORDER

Mayor Jamie Cater called the meeting to order at 5:04 p.m.

PRAYER AND PLEDGE

Mayor Jamie Cater led in the prayer and pledge.

SWEARING IN OF TERRI BROWN TO THE KEEP TIFT BEAUTIFUL BOARD

Mayor Cater swore in Terri Brown as a member of the Keep Tift Beautiful Board.

EMPLOYEE PRESENTATIONS – CHIEF BUDDY DOWDY

Police Chief Buddy Dowdy called on Joyce Clark and Steve Laska to come forward. He stated he was presenting employee of the month awards to these officers for their efforts on 9/4/14 to save a drowning person found at the bottom of a pool. He gave the details of the effort. He stated these two officers risked their lives trying to save this person. Mayor Cater read and presented the certificates to Clark and Laska. Mayor Cater also presented awards on behalf of the Police Department for Meritorious Service. Chief Dowdy also presented the citation of ribbons.

UPDATE FROM BUDDY DOWDY ON GEORGIA OFFICERS OF HIGHWAY SAFETY SRTN TRAFFIC MEETING

Chief Dowdy turned this over to David Gay. Officer Gay briefed everyone on the recent meeting. He stated there was a great meal followed by a three hour road check. He stated there were 66 traffic citations, drug arrests, DUI arrests and other citations. He stated 80 officers from surrounding areas assisted the TPD. He stated this is done once per year. He thanked Mayor Cater and Council Member Smith for attending the event.

PRESENTATION BY ALLEN, MOONEY AND BARNES-SWCD FUND

Mr. Riner stated this is regarding the SWCD assets that were discussed at the recent workshop. He stated an investment policy has been developed. He called on Richard Mooney of Allen, Mooney & Barnes who reviewed the proposed investment policy. He stated the City Manager will follow it carefully in managing those dollars. He stated there are stiff regulations under the Georgia code that also dictates how this money should and can be invested. He reviewed the authority for implementation of the fund, investment objectives and guidelines, asset allocation, cash equivalent investments, fixed income investments and the review and evaluation process. He stated investments are acquired and held under the supervision and direction of the City Manager and the Finance Director. He stated about 10% will be kept in cash or cash equivalents if funds are needed. He stated the maturities will be between 5 and 10 years. He stated they will review with the finance director and city manager quarterly with an annual update to Council. Mr. Mooney reviewed the investment process. He stated a monthly statement will be provided.

APPROVAL OF COUNCIL MEETING AGENDA

Council Member Smith moved, seconded by Council Member Parrott and unanimously carried to approve the Council agenda as written.

CITIZEN INPUT

No one spoke.

APPROVAL OF MINUTES

Council Member Ehlers moved, seconded by Council Member Parrott and unanimously carried to approve the minutes of the 09/08/2014 Regular Meeting, and the 09/18/2014 Council Workshop/Called Meeting.

RESOLUTION PROVIDING FOR NEW ALCOHOLIC BEVERAGE LICENSE FOR MAIN STREET BEVERAGE LOCATED AT 1310 S. MAIN STREET

Council Member Parrott moved, seconded by Council Member Terrell and unanimously carried to Adopt a Resolution providing for an alcoholic beverage license for Main Street Beverage located at 1310 S. Main Street.

RESOLUTION PROVIDING FOR INVESTMENT POLICY FOR SWCD FUND AND APPOINTMENT OF ALLEN, MOONEY AND BARNES AS INVESTMENT ADVISORS FOR THE FUND

Council Member Ehlers moved, seconded by Council Member Parrott and unanimously to adopt a Resolution providing for Investment Policy for SWCD Fund and appointment of Allen, Mooney, & Barnes as investment advisors for the fund.

CONSIDER ACTION ON ALCOHOLIC BEVERAGE LICENSE FOR SANTOS LOUNGE

Attorney Wilmot stated Council has the options of doing nothing, assessing a fine, or revoking the license. Council Member Ehlers moved, seconded by Council Member Terrell to revoke the alcoholic beverage license for Santos Lounge. Mayor Cater asked if this is to revoke the license from here on out. Attorney Wilmot stated yes, that is correct. Mr. Riner stated this is for the current licensee. Mayor Cater called for the vote which was unanimously carried to revoke the Alcoholic Beverage License for Santos Lounge.

AWARD OF BID TO QUILLIAN POWELL CONSTRUCTION COMPANY, INC. FOR RENOVATION AND EXPANSION OF THE LEROY ROGERS SENIOR CENTER IN THE AMOUNT OF \$1,040,200 AND AUTHORIZATION FOR CITY MANAGER TO ENTER INTO CONTRACT

Council Member Smith moved, seconded by Council Member Terrell and unanimously carried to award the bid to Quillian Powell Construction Company, Inc. for renovation and expansion of the Leroy Rogers Senior Center in the amount of \$1,040,200 and authorization for City Manager to enter into contract. Council Member Parrott asked for a meeting with Mr. Riner to discuss this matter.

APPROVAL OF CONTRACT WITH TUCKER BROTHERS CONSTRUCTION FOR CONSTRUCTION OF THE CHULA FIRE STATION AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO CONTRACT

Mr. Riner stated this contract is within budget at \$260,000. Council Member Ehlers moved, seconded by Council Member Terrell and unanimously carried to approve the contract with Tucker Brothers Construction for the Chula Fire Station and authorization for the City Manager to enter into contract.

CONSIDER CHANGE OF TIME AND PLACE FOR THE NOVEMBER 3, 2014 REGULAR COUNCIL MEETING

Council Member Smith briefed everyone on a recent meeting held with Dr. David Bridges and Pam Leonard at ABAC. She stated there will be a brief tour of Tift Hall before the meeting. Council Member Parrott moved, seconded by Council Member Terrell and unanimously carried to change the time and place for the November 3, 2014 Regular Council Meeting to Tift Hall at ABAC to be held at 6:00 p.m.

DISCUSSION OF DOWNTOWN PARKING ORDINANCE

A general discussion was held regarding the recent changes to the parking ordinance and the unintended consequences of those changes. Mayor Cater appointed Council Members Smith and Parrott to a subcommittee for the parking issues and asked that they be prepared to make a report at the next workshop/called meeting.

CONSIDER APPOINTMENT TO THE HISTORIC PRESERVATION COMMISSION

Council Member Parrott moved, seconded by Council Member Terrell and unanimously carried to appoint Mark Peterman to the HPC replacing Bret Henderson.

Members of the family of the person who drowned in the pool came in to thank the police officers who attempted to save him.

There being no further business, the meeting was adjourned at 5:50 p.m.

J.G. "Jamie" Cater, Jr., Mayor

Rona Martin, City Clerk

City of Tifton
Regular Council Workshop/Called Meeting
October 16, 2014
5:00 p.m.
Tifton Municipal Courtroom
130 E. 5th Street

ATTENDEES

Jamie Cater, Mayor

Johnny Terrell, Vice Mayor

Wes Ehlers, Council Member

Chris Parrott, Council Member (arrived at 5:57 p.m.)

Larry Riner, City Manager

Rob Wilmot, City Attorney

Rona Martin, City Clerk

Council Member Julie Smith was absent.

Mayor Cater called the meeting to order at approximately 5:02 p.m.

PRESENTATION BY RICHARD MOONEY OF ALLEN, MOONEY & BARNES WITH REGARDS TO THE CITY'S RETIREMENT SYSTEM

Richard Mooney gave an overview of the investments for the City of Tifton Employee's Retirement System. He stated the overall account return was a positive 12.49%. He reviewed the asset allocation requirements, a history of the account value, and performance net of fees. He reviewed the portfolio summary, asset allocation, sector allocation compared to the S&P 500. Matthew Roach discussed the fixed income allocations and the fixed income outlook. Mr. Mooney discussed the equity outlook, and fixed income summary. He stated this is a review of 7/1/13-6/30/14.

DISCUSSION OF PROPOSAL FOR EXCAVATOR AND ARTICULATED OFF HIGHWAY DUMP TRUCK

Ricky Hobby gave an overview of a proposal for purchase of a used articulated off highway dump truck and a track mounted hydraulic excavator. He stated there was one vendor who met specs, and three who did not, for the dump truck. He stated staff recommends the bid be awarded to ASC Construction Equipment of Buford, GA in the amount of \$270,000, with \$325,000 budgeted. He stated there were three vendors that met specs for the excavator and staff recommends award of the bid to Yancey Brothers of Valdosta, GA in the amount of \$218,923 – the 5-year buy back of \$114,111 with a net five year cost of \$104,812, with \$230,000 budgeted. He stated these are part of the capital improvement program.

BOARD REPORT

Rona Martin stated there are two appointments on the Zoning Board of Appeals whose terms will be expiring on November 30, 2014 which are Freddie Walker and Dale Sumner. Council asked that she make contact with them to find out their interest in continuing to serve on the board and bring back to Council at the November meeting.

DISCUSSION OF SYNOPSIS OF AGENDA ITEMS

Mr. Riner reviewed a proposed synopsis of Council meetings prepared by Chris Beckham. He stated this will be printed in the gazette prior to the meeting for informational purposes. He asked if Council would be interested in having this sent to the newspaper and on our website. He stated this will be run as a public service announcement. Council Member Ehlers asked that it be made known that the agendas are subject to change. Council expressed favor in having this done for meetings.

DISCUSSION OF JOINT RESOLUTION AND INTERLOCAL AGREEMENT WITH TIFT COUNTY FOR CITY/COUNTY LANDFILL

Larry Riner stated this is a joint resolution authorizing the city manager to enter into an interlocal agreement with Tift County for joint operation of the Landfill Fund. He stated the city and county own the landfill 50%/50%, both inert and Sub-Title D, on Mitchell Store Road. He stated several months ago the city and county managers were authorized to enter into negotiations with the vendor for a contract for collection of solid waste. He stated addendum 5 and 5A pertaining to solid waste collection and disposal had to be repealed in order to enter into agreement independently of each other. He stated these are drafts and they are still working with the county on some issues regarding the operation of the landfill and how the funds will be invested, etc. He stated there will be tweaks to the agreement prior to the November meeting. Mr. Riner discussed the additional requests being made by Tift County.

DISCUSSION OF AGREEMENT WITH GOLDEN ENVIRONMENTAL, LLC FOR SOLID WASTE COLLECTION AND DISPOSAL

Mr. Riner stated this is for the collection of solid waste including garbage, recyclables, yard debris, and bad loads. He stated that city council has complete say over all of the collection within the city including industrial, commercial, recyclables, all solid waste, and how the rates are established and set. Mr. Wilmot stated we would have control over the commercial rates with commercial being in the City's contract. He stated this is a five year contract with rates set for three years at \$15.13 per can per month, which is the same fee charged in the County. He stated we will continue billing for residential customers with Golden Environmental billing the commercial customers. The discount for billing inside the city will be \$1.00 per can (\$55,000 per year) to help offset the indirect costs associated with billing the customers. He stated the other enterprise funds also pay for the costs of billing. He stated this is about \$6.00 per month lower than the current rate. He stated this includes household garbage once weekly, recyclables, bulk items and yard debris bi-weekly. He asked for changes, etc. He discussed the small increase in the commercial rates. He stated commercial recycling is currently free however; there will be a charge as negotiated with the contractor. Mr. Riner stated the latest version of the county contract has the south side recycling center remaining open, and currently there is no charge. Mayor Cater inquired about the community dumpsters downtown. Mr. Riner stated that will have to be addressed. Mr. Riner reviewed the purchase of containers at \$710,000 and recycling equipment at \$125,000 that Mr. Golden will buy at closing. He stated those funds will be deposited into the landfill fund for closure and post closure. He stated other remaining assets will be sold with the funds also going into the landfill fund for closure and post closure. He stated this will put the closure funding back on track for that year and with the vertical expansion if approved. Mayor Cater asked that Council Member Smith be updated on this agenda.

There being no further business, the meeting was adjourned at 6:03 p.m.

J. G. "Jamie" Cater, Jr. Mayor

Rona Martin, City Clerk

CITY OF TIFTON

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE CITY OF TIFTON, GEORGIA APPROVING THE CONTRACT WITH GOLDEN ENVIRONMENTAL, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT GRANTING A FRANCHISE TO GOLDEN ENVIRONMENTAL, LLC FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL, COMMERCIAL AND LIGHT COMMERCIAL MUNICIPAL SOLID WASTE AND RECYCLABLES

WHEREAS, the City Council of City of Tifton hereby declares that a uniform and consistent procedure for regulating the storage, collection, transportation and disposal of solid waste in the incorporated areas of the City will:

- (a) Protect the public health, safety and welfare by preventing the dissemination of and providing for the removal of inorganic refuse materials laden with bacterial elements and contaminants detrimental to the general well being of the citizens, their property, and the environment;
- (b) Protect the public health, safety and welfare and enhance the quality of the water, air and overall environment of this City by providing for uniform rules and procedures for storage, collection, transportation and disposal of residential solid waste from residential premises and commercial properties within the incorporated areas of the City;
- (c) Protect the public health, safety and welfare and enhance the quality of the water, air and overall environment of this City by prohibiting and restricting the operation of any business, enterprise or commercial activity within the incorporated areas of the City engaged in or carrying out services or operations for the storage, collections, transportation or disposal of solid waste except pursuant to a franchise license issued by the City, and providing for assessment of a franchise fee payable by such franchise license holder for the costs to the City of overseeing and regulating the activities permitted by such franchise license; and
- (d) Protect the public health, safety and welfare and enhance the quality of the water, air and overall environment of this City by providing for certain additional rules and regulations applicable to the storage, collection, transportation and disposal of nonresidential solid waste in the incorporated areas of City of Tifton.

WHEREAS, the City of Tifton and Tift County, Georgia published a request for proposals (RFP) to collect and dispose of residential, commercial and light commercial municipal solid waste and recyclables for the City of Tifton and Tift County;

WHEREAS, Golden Environmental, LLC responded to said RFP and was later selected by City Council to be the Franchisee for the collection and disposal of

residential, commercial and light commercial municipal solid waste and recyclables in the City of Tifton;

WHEREAS, the City Manager has negotiated a contract with Golden Environmental, LLC, the terms of which are to the satisfaction of City Council and in the best interests of the citizens of Tifton.

NOW, THEREFORE, it is hereby resolved:

The City Manager is authorized to enter into a contract with the Golden Environmental, LLC for the collection and disposal of residential, commercial and light commercial municipal solid waste and recyclables within the City of Tifton.

RESOLVED by the Mayor and City Council of the City of Tifton this 3rd day of November, 2014.

J.G. "Jamie" Cater, JR.
Mayor

Attest:

Approved as to form:

Rona Martin
City Clerk

Robert C. Wilmot
City Attorney

WASTE COLLECTION and DISPOSAL AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2014, by and between the City of Tifton, hereinafter referred to as "Owner" and Golden Environmental, LLC hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the Owner published a request for proposals (RFP) to collect and dispose of residential, commercial and light commercial municipal solid waste for the City of Tifton (hereinafter the "Service Area");

WHEREAS, Contractor responded to said RFP and was later selected to be the service Contractor;

WHEREAS, the Contractor understands that it must comply with all terms of this Agreement which includes the disposal of all waste collected under this agreement at the Tifton/Tift County Landfill and the Tifton/Tift County Inert Landfill (hereinafter "Landfill");

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the adequacy of which are hereby acknowledged by the parties, it is hereby agreed as follows:

1. **DEFINITIONS**

As used herein, the following terms shall have the following definitions:

1.1 **ACCEPTABLE SOLID WASTE:**

Mixed household solid waste, commercial solid waste, industrial solid waste, mixtures of household, commercial and industrial solid waste, and construction and demolition waste, all of which are permitted under the governing permits and applicable laws to be managed at the Landfill, and that are not otherwise Unacceptable Solid Waste.

1.2 **ANIMAL CARCASS:**

A deceased animal or portion thereof greater than ten pounds in weight that has expired from any cause except those slaughtered or killed for human use.

1.3 **APPROVED CONTAINERS:**

- a. 90 to 100-gallon carts shall be provided by Contractor;
- b. Contractor shall provide carts for new customers and replacement of broken, damaged, or stolen carts.

1.4 **BULKY WASTE:**

White goods, appliances, furniture and other materials with weights or volumes greater than those capable of being placed in Approved Containers, not to include construction demolition waste.

- 1.5 CONSTRUCTION AND DEMOLITION DEBRIS:**
Waste building materials resulting from construction, remodeling, repair or demolition operations either residentially or commercially.
- 1.6 DOMESTIC WASTE:**
Waste, garbage, rubbish and trash as is ordinarily generated at a residence or light commercial establishment. By way of example, such waste includes, but is not limited to, waste accumulated from the preparation, processing, consumption, handling, packing, canning, storage and decay of food products, food containers and other consumer goods containers, waste wood, paper, plant, crockery, cloth, glass, small appliances, such as, fans, toasters, lamps, small chairs, packing materials, floor sweepings, and deceased animal matter of less than 10 pounds.
- 1.7 ENVIRONMENTAL LAWS:**
All applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation, or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.
- 1.8 HAZARDOUS WASTE:**
Any chemical, compound, mixture, substance or article which is now or later may be designated by the United States Environment Protection Agency or appropriate agency of the State to be "hazardous waste" as that term is defined by or pursuant to Federal or State law or regulation.
- 1.9 LANDFILL:**
The Tifton/Tift County Landfill and the Tifton/Tift County Inert Landfill (hereinafter "Landfill") operated by the Owner.
- 1.10 COMMERCIAL UNIT:**
A business unit within the Service Area which uses Approved Commercial Containers as defined herein.
- 1.11 LIGHT COMMERCIAL UNIT:**
A business unit within the Service Area which uses an approved 90 – 100 gallon cart as defined herein.
- 1.12 REFUSE:**
Domestic waste generated at a residential unit, light commercial unit or commercial unit unless the context otherwise requires.

1.13 RELEASE:

Any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface, water, groundwater, wetlands, lands or subsurface strata.

1.14 RESIDENTIAL UNIT:

A dwelling within the Service Area occupied by a person or group of persons. Each unit of an apartment, condominium dwelling or multi-family dwelling of any kind, whether of single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, Contractor will collect from each Residential Unit all domestic waste in Approved Containers.

1.15 SPECIAL SERVICES:

a. Disabled Household:

A residential Unit in which there is no one physically capable of placing Domestic Waste for collection at a location described in section 8.8 of this agreement, and which has registered with the Contractor on a form prescribed by the Contractor as a Disabled Household. Medical proof of disability may be required before this service may be provided. Contractor must comply with all HIPAA and other privacy laws in the management of the medical proof described herein.

b. Other Discretionary Services:

Contractor may provide special services to Subscribers on terms negotiated and agreed upon between the parties. However, when special services are being offered to any group of Subscribers, Contractor must notify in writing Owners of the intent to provide these services, the nature of said services and affirm that those services shall be available to all residents based on the same terms submitted to Owner for review and approval. These services may include but are not limited to :

(i) removal of yard waste exceeding mandatory pick-up requirements under this contract. (See 3.2(c)).

(ii) Commercial recycling (See 3.2 (e)).

1.16 UNACCEPTABLE SOLID WASTE:

Any an all solid waste which the Landfill is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly flammable substances, Hazardous Materials, Hazardous Waste, certain pathological and biological wastes, explosives, radioactive materials, recycled waste and materials prohibited from disposal in the Landfill pursuant to the Rules

of Georgia Department of Natural Resources Environmental Protection Division Chapter 391-3-4.

Title to waste material which is by definition Unacceptable Solid Waste shall remain with the generator of said waste and shall not be deemed to pass to OWNER at any time, even if improperly disposed of in Owner's landfill. Acceptable solid waste shall become property of Owner once legally and properly disposed in the landfill.

2. TERM OF AGREEMENT

This Agreement shall be binding on all parties for a period of five (5) years beginning December ____, 2014, and ending December ____, 2019 (the "Term"). Upon the mutual agreement of the parties, this Agreement may be renewed for additional terms of single or multiple years. Prior to the end of the Term of this Agreement, the parties may enter into negotiations to establish acceptable terms for a new agreement or to extend this Agreement. Negotiations shall be completed no later than One Hundred Twenty (120) days prior to the end of the Term, and any new agreement or extension must be approved by the City of Tifton in an open meeting and then executed in writing before any such agreement shall be binding on the parties. This Agreement is subject to the multi-year provisions of O.C.G.A. § 36-60-13 and therefore, will automatically renew each annual period unless either party terminates the Agreement consistent with the provisions of this contract.

3. SERVICES

3.1 General Summary

The services to be provided by the Contractor shall be for the City of Tifton. After collecting each unit, Contractor shall return containers to their normal positions, replace or properly handle trashcan covers, and be responsible for cleaning spills by its employees or in any way caused by its actions. Contractor shall not block or impair access to driveways or mailboxes.

3.2 Specific Services

(a) Collection of Residential Solid Waste

The Contractor shall collect Residential Solid Waste from all Residential Premises one (1) time per week at a location described in section 8.8 of this agreement. The Subscriber will receive a 90 - 100 gallon Cart from the Contractor. The Subscriber shall place only Residential Solid Waste in the Cart and shall place the Cart at the Curbside no later than 7:00 a.m. on the designated collection day and in a location as determined appropriate by the Contractor. Contractor shall not be responsible for the collection of Residential Solid Waste not placed in a Cart, from any Cart not in the proper location described in section 8.8 of this agreement, or waste other than Residential Solid Waste, unless otherwise provided for in this Agreement.

The Contractor shall dispose of all Residential Solid Waste at the Landfill and shall be responsible for the payment of all fees associated with disposal. The Contractor shall be acting under contract with and on behalf of Owner. In connection with this Agreement, Contractor shall pay those tipping fees set forth herein, the amounts of which for residential solid waste shall constitute the preferred rate for Contractor.

(b) Collection of Bulky Waste

The Contractor shall collect Bulky Items every other week from Subscribers on Contractor's scheduled collection days at the locations described in section 8.8 of this agreement. Items shall be placed at said locations by 7:00 a.m. on the designated collection day. Contractor shall be responsible for the proper disposal of all Bulky Items.

(c) Collection of Yard Waste

Contractor shall collect Yard Waste from Subscribers on Contractor's scheduled collection days at locations described in section 8.8 of this agreement. Contractor shall provide the collection of Yard Waste on an every other week basis. Yard Waste material shall be placed at said locations by 7:00 a.m. on the designated collection day and shall not be placed in 90 to 100 gallon carts. Yard Waste shall be stacked or bundled. Trees and stumps shall not exceed 6" in diameter, and cannot exceed 6 feet in length. Yard Waste material shall not exceed 5 cubic yards per collection. The Contractor shall be responsible for the proper disposal of all Yard Waste material at the Tifton/Tift County Inert Landfill. Trees and stumps that exceed 6" in diameter shall be considered a special service that is not included under the Agreement. The Contractor may negotiate with the Subscriber for the hauling and disposal of such items as a "special service" at a price negotiated and agreed upon by both parties. (See 1.15 above). To the extent the Contractor deviates from this provision of the Agreement and charges Subscribers for the disposal of yard waste otherwise covered under this Agreement, Contractor shall be subject to sanctions suitable for the infraction as determined by Owner including termination of this Agreement.

(d) Collection of Light Commercial, Commercial/Industrial Waste:

Contractor will provide collection of all incorporated commercial customers currently serviced by the Owner. Contractor shall collect light commercial and commercial/industrial waste from residents, apartments, schools, institutional organizations, small businesses, manufacturing concerns, etc. This aspect of the work will be driven by customer demand, but generally may provide for the use of 90-100 gallon cans; four (4), six (6) and eight (8) yard dumpsters; and twenty (20), thirty (30), and forty (40) yard roll offs.

The contractor will service any incorporated commercial container currently owned by the subscriber for the price listed herein. However, any new commercial account will obtain an approved container from the Contractor. Furthermore, as privately owned containers become unusable any and all new containers will be obtained from the contractor. **Disposal containers that have contents which decay or otherwise create odor shall be managed in a way so as not to create a persistent odor or unsanitary condition.**

(e) Recycling

Residential recycling shall be collected every other week from a 90 gallon recycling container supplied by Contractor at the locations described in section 8.8 of this agreement. Contractor shall be responsible for the disposal of recyclable waste through agreements negotiated between third party recycling agents. Contractor shall provide Owner with a monthly report which calculates the total amount of recyclables delivered to each third party vendor.

Commercial recycling shall be provided as a special service, negotiated between Subscriber and Contractor at the rates set forth in Addendum A.

Recyclables properly placed in an approved recycling collection container shall not be disposed of in the Landfill..

(f) Carts

Contractor shall furnish one (1) 90 – 100 gallon cart to every Subscriber. Carts shall remain the Property of the Contractor. It shall be the responsibility of the Subscriber to properly use and safeguard the Carts. Contractor shall maintain carts in a reasonably good condition. Contractor shall have the right to charge Subscribers for the cost of repair or replacement of Carts, if such repair or replacement is required as a result of Subscriber's excessive abuse, gross neglect or intentional damage, or due to fire. Contractor shall replace carts at no additional charge due to theft. Carts shall be of the same color and style. The color shall be selected or agreed upon by the Owner.

Subscribers may request one additional Cart for the approved contract price of (\$5.00), from Contractor for an additional volume of waste collection service. The additional can price agreed upon herein, by the Owner and the Contractor shall not increase unless agreed to by both parties.

(g) Community Dumpsters

Contractor will provide collection for residential, light commercial and commercial/industrial waste from residents, apartments, small businesses, manufacturing concerns, etc., deposited in community dumpsters pursuant to City of Tifton Ordinance Number 2006-26. Contractor fees for the collection of

community dumpsters shall be based on residential or commercial rates and the classification of the users as a light, medium or heavy user. However, in no event shall the subscriber fees exceed the rates currently charged by the City of Tifton for the next three years. The Contractor shall designate new subscribers as light, medium or heavy users.

(h) Downtown Sidewalk Waste Receptacles

Contractor shall collect and dispose of waste in receptacles located on the city streets in the Downtown Commercial Zoning Districts at a minimum of once per week.

(i) Special Events

Contractor shall provide roll-off containers to the Owner for special events sponsored by the City of Tifton and the City of Tifton shall be responsible for the payment of Landfill tipping fees.

4. CONTRACTOR'S DELIVERY OF WASTE

4.1 Delivery of Acceptable Solid Waste to the Landfill:

So long as this Agreement is in effect, Contractor shall deliver Acceptable Solid Waste collected in its Hauling Business to the Landfill. Contractor agrees that it shall not deliver any Unacceptable Solid Waste to the Landfill. Contractor shall promptly notify Owners of any information it obtains indicating that Unacceptable Solid Waste was delivered to the Landfill. If a delivery of solid waste is made which contains both Acceptable Solid Waste and Unacceptable Solid Waste, the entire delivery may, at Owners's option, constitute Unacceptable Solid Waste if the Unacceptable Solid Waste cannot be separated from the Acceptable Solid Waste through the reasonable efforts of Owners, as Contractor's agent to cause such separation, the cost of such separation to be paid by Contractor.

Failure to deliver any contracted waste under this Agreement collected within the service area to the Landfill shall be immediate grounds for sanctions as determined by Owner including termination of this Agreement.

4.2 Delivery of Acceptable Yard Waste to the Inert Landfill:

So long as this Agreement is in effect, Contractor shall deliver Acceptable Yard Waste collected in its Hauling Business to the Tifton/Tift County Inert Landfill. Failure to deliver any contracted yard waste under this Agreement collected within the service area to the Inert Landfill shall be immediate grounds for sanctions as determined by Owner including termination of this Agreement.

4.3 Authorizations; Compliance with Law:

The Contractor shall obtain at its own expense all permits and licenses required by applicable law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws. Contractor shall make available, as the case may be, all permits, licenses, authorizations, notifications, approvals, certificates or other similar documents or actions in connection with the transportation, shipment or delivery of waste contemplated hereby, whether Acceptable Solid Waste or Unacceptable Solid Waste. Contractor's activities hereunder shall comply in all material respects with all applicable federal, state and local governmental laws, regulations, ordinances, licenses, permits, orders, directives and rules relating to the collection and transportation of solid waste; provided, however, that the terms of this Agreement shall govern the obligations of the Contractor where conflicting ordinances exist.

4.4 Waste Delivery Vehicles:

Contractor shall deliver Acceptable Solid Waste to the Landfill at its expense, in enclosed container vehicles or enclosed compactor vehicles with leak resistant bodies complying in all material respects with all applicable regulations or procedures which are required by any governmental entity, including, but not limited to, any local rules and the permits pertaining to the Landfill.

5. OWNERS'S MANAGEMENT OF WASTE

5.1 Landfill Operations Generally:

Contractor understands that the Landfill is owned jointly by the City of Tifton and Tift County and is operated as a department known as "Tifton/Tift County Solid Waste Collection and Disposal". Although the Owners are the contracting authority for this Agreement, the day to day management of this contract, as well as Contractor's relationship with the Landfill, shall be managed through this department and its department head or his or her designee.

Throughout the Term of this Agreement, Owners agrees to:

- a. Provide equipment, material and personnel sufficient to accept Contractor's solid waste at the Landfill; and,
- b. Keep the Landfill open for receiving waste based on the following schedule:

7:00 a.m. to 5:00 p.m Monday through Friday

8:00 a.m. to 12:00 p.m. on Saturday

7:00 a.m. to 2:00 p.m. on all holidays referenced herein except Thanksgiving Day and Christmas Day, as the landfill will be closed on these holidays

5.2 Procedures:

The management and disposal of acceptable solid waste at the Landfill shall be regulated by procedures applicable generally to customers utilizing the Landfill reasonably determined by Owners, through the Landfill management, and provided to Contractor in writing or posted at the Landfill. Owners may modify such procedures from time to time and shall provide prompt notice of any such modification to the Contractor.

5.3 Acceptance of Acceptable Solid Waste:

During the Term of this Agreement, Owners shall accept Acceptable Solid Waste that Contractor delivers in accordance with the terms of this Agreement. Owners shall have the right in its reasonable discretion to reject delivery of any solid waste offered for acceptance by Contractor that does not constitute Acceptable Solid Waste.

5.4 Rejection of Unacceptable Solid Waste:

If Contractor delivers Unacceptable Solid Waste to the Landfill, Owners may:

- a. Reject acceptance of such Unacceptable Solid Waste at Contractor's expense, or
- b. If Owners do not discover such Unacceptable Solid Waste in time to reject and reload such Unacceptable Solid Waste, after giving Contractor telephonic notice thereof, the Contractor shall immediately dispose of such Unacceptable Solid Waste. Owners may remove such Unacceptable Solid Waste to a location or facility fully authorized to accept such type of waste in accordance with all applicable federal, state and local laws and regulations and charge Contractor all reasonable direct costs incurred due to delivery of such Unacceptable Waste, unless Contractor has, to the satisfaction of Owner, made provisions for the immediate removal of such waste. If, after electing to do so, Contractor does not arrange for the immediate removal of the Unacceptable Solid Waste, Owners may so arrange as Contractor's agent, without further notice to Contractor, and at Contractor's expense. Notwithstanding the foregoing, no notice to Contractor shall be required to manage Unacceptable Solid Waste as Contractor's agent in emergency situations where in the reasonable, good faith judgment of Owners a delay in such management would constitute a hazard to the Landfill, or any person on, about or near the premises. Owners will use reasonable efforts to provide telephone notice to Contractor that such emergency disposal will occur.

6. SERVICE AREA

The Service Area shall include all of the City of Tifton.

7. METHOD OF CONTACT

All dealings, contacts, etc., between the Contractor and the Owners shall be directed to the Owners City Manager or his designee. The Contractor shall designate its contact in writing to the Owners.

8. COLLECTION HOURS AND DAYS OF OPERATION

8.1 Hours of Operation

Collection of Residential Solid Waste shall not start before 7:00 a.m., shall conclude collection by sunset as recorded by the National Oceanic and Atmospheric Administration and shall be conducted on weekdays only; except in the event of holidays or unavoidable equipment issues which prevent compliance with this provision on a short term basis.

8.2 Collection Routes

Residential collection routes shall be established by the Contractor and provided to Owners. Contractor will provide each resident with an information packet approved by Owners, which clearly describes how to participate in the residential waste collection program, service inquiry procedures, regulations and days of collection with all pertinent information included.

Commercial/industrial routes shall be established by the Contractor and provided to Owners. Contractor will provide each Subscriber with an information packet approved by Owners, which clearly describes how to participate in the residential waste collection program, with all pertinent information included.

There shall be no changes in routes which are not first approved by Owners. Notice shall also be given to the Owners in writing, said notice to be provided no later than two weeks prior to the change of routes. Owners shall not unreasonably delay their approval of the same and approval shall be liberally granted in the absence of material concerns over service delivery. Anytime there is an approved route change, day of collection change, or other change that will impact customers, the Contractor shall utilize newspaper notices and cart hangars to notify Subscribers.

8.3 Holidays

Contractor shall observe the following holidays:

THANKSGIVING
CHRISTMAS DAY

Contractor may observe the following holidays:

NEW YEARS DAY
MARTIN LUTHER KING'S BIRTHDAY (3RD MONDAY IN JANUARY)
GOOD FRIDAY
MEMORIAL DAY

INDEPENDENCE DAY
LABOR DAY (1ST MONDAY IN SEPTEMBER)
CHRISTMAS EVE

In the event that the Landfill is closed in observance of holidays not provided herein, Landfill shall give two weeks' notice of said closure to Contractor and Contractor may correspondingly observe said day as a holiday. The observance of any or all of the above holidays may be accompanied by the suspension of collection services on that holiday, provided, however, the Contractor shall cause the collection of solid waste, bulky items, yard waste or recyclables on the day following the holiday for those Subscribers whose collection day falls on the observed holiday.

8.4 Complaints

All subscriber complaints about services shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collection, the Contractor shall investigate and, if such allegations are confirmed, shall arrange for the collection of the Residential Solid Waste not collected within 24 hours after the complaint is received.

In the event the Contractor does not collect units within 24 hours of the approved collection day and/or adequate personnel and equipment are not supplied in a timely manner in order to meet the terms of this contract, the Owners may, at its discretion, initiate any actions it deems necessary to ensure all units are collected in a timely manner as prescribed by this contract. Such actions may include, but are not limited to, hiring additional collection services from other companies, or providing its own personnel and equipment to bring the collection units and schedule back into compliance with the contract. In the event the Owners is required to provide additional support of personnel and equipment, the Owners shall deduct the cost of such action from the contract proceeds payable to the Contractor.

Contractor shall establish a written policy for addressing Subscriber complaints as well as a methodology for documenting said complaint, the resolution of that complaint, and the duration of time associated with said resolution. Contractor shall provide on a monthly basis to Owner a statistical summary and brief narrative of the nature of those complaints, as well as a list of Subscribers lodging said complaints. Owner expects Contractor to exercise a high degree of professionalism in the resolution of any Subscriber complaint. Likewise, the efficiency with which complaints are resolved, and the satisfaction of the Subscriber with Contractor's solution shall be a criteria by which Contractor shall be evaluated under this Agreement. Habitual poor response and/or resolution to Subscriber complaints shall be a basis for Owners termination of this Agreement.

8.5 Local Office

The Contractor shall maintain an office and telephone number in Tift County and shall at all times between the hours of 8:00 a.m. and 5:00 p.m. of each normal working day, excepting Saturday, Sunday and holidays, have an employee available at such telephone number with whom Subscribers, other City citizens and the City, its employees or agents may communicate to discuss or refer and complaint or inquiry regarding waste collection and disposal service provided hereunder. Such office and facility shall be equipped with sufficient telephones to adequately handle normal contacts from residential customers. Contractor shall provide approved and reliable communication equipment, such as radio or telephone, for communication between all collection vehicles and the Owner's office.

8.6 Collection Equipment and Personnel

The Contractor shall provide an adequate number of standard waste collection vehicles properly licensed and permitted under state or federal law, rules or regulations, together with properly trained, licensed and permitted personnel, to provide waste collection services as required under the terms of the Agreement. All vehicles, cans, and other equipment shall be late model and specifically designed for collection of Residential Solid Waste material and shall have fully enclosed leak resistant compaction bodies. Vehicles and equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle used by Contractor for performing the work hereunder shall have clearly visible on each side the name and telephone number of the Contractor. Contractor will require all of its employees and personnel to be courteous and considerate to all citizens. Employees shall wear uniforms or an identifying shirt that signifies that they are an employee of the Contractor.

Any damage caused by the Contractor or Contractor's equipment will be immediately corrected at the Contractor's expense. This includes fluid leaks of any type.

8.7 Hauling

All refuse hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

8.8 Access

The Contractor shall provide collection services to all Subscribers, residential or commercial, located on publicly owned or private roadways accessible to standard waste collection vehicles or at locations currently being utilized by Subscribers. Subscribers not accessible to standard waste collection vehicles or locations not currently being utilized by Subscribers, the Subscriber shall place Carts at an accessible location on a publicly-owned or private roadway agreed upon by the Subscriber and the Contractor. If Subscribers cannot place Carts or containers (or Residential Solid Waste material containerized in a manner acceptable to the

Contractor for Collection) on publicly owned or private roadways accessible to standard waste collection vehicles or at locations currently being utilized by Subscribers, then the Contractor may offer to provide collection service at another location if the Subscriber agrees to compensate the Contractor for any additional costs incurred in providing such special service.

8.9 Collection Day Changes:

There shall be no changes to collections days or schedules without written notice to Owners said notice to be provided no later than two weeks prior to the change in collection days or schedules. Owners must approve any changes in Contractor's collection schedule. Anytime there is an approved change day of collection, or other change that will impact Subscribers, the Contractor shall utilize newspaper notices and cart hangars to notify Subscribers.

9. APPROVED CONTAINERS

Garbage placed for collection by Residential Units and Light Commercial Units shall be placed in Approved Containers as defined herein.

10. EXTRAORDINARY MATERIALS

Hazardous waste, animal carcasses, construction debris (all as defined herein), body wastes, abandoned vehicles, and large equipment and parts will not be collected by the Contractor under the terms of this contract. The Contractor, however, may collect such items under private agreement with residents and light commercial customers.

11. COLLECTION RATES AND OTHER FEES

Collection rates and other fees associated with this Agreement are attached hereto as Addendum A. All rates set forth in Addendum A shall remain unchanged for three (3) calendar years from the execution of this Agreement. For this Agreement to be binding, Addendum A must also be executed by the Parties thereby confirming the rates set forth therein. Any change in rates that may be provided for under this Agreement three (3) years from execution shall only be valid through a properly executed Addendum, which is also approved in an open meeting by Owners.

The base rates for the collection of municipal solid waste and commercial waste may be reconsidered at the expiration of the three (3) year rate freeze. The base rate may be adjusted in the fourth year of this Agreement to match the percent increase, if any, in the consumer price index published by the Bureau of Labor Statistics of the United States Department of Labor, all items, for Urban Wage Earners and Clerical Workers, (The "CPI"). However the increase shall be no more than 2% in any one year. In determining the percentage change, the base period shall be at all times the CPI as of the date of this Agreement. The base rate shall be those rates set forth on Addendum A.

12. DISPOSAL RATES:

Disposal rates and other fees set by Owner associated with this Agreement are attached hereto as Addendum B. All rates set forth in Addendum B shall remain unchanged for

three (3) calendar years from the execution of this Agreement. However, if tipping fees or other charges increase then Contractor, at his discretion, may also increase his price to accommodate for these changes in its cost structure. Any increases that Contractor may pass on to Subscribers as a result of increased fees from Owner shall be limited to those agreed upon amounts as set forth at Addendum B. For this Agreement to be binding, Addendum B must also be executed by the Parties thereby confirming the rates set forth therein. Any change in rates that may be provided for under this Agreement three (3) years from execution shall only be valid through a properly executed Addendum, which is also approved in an open meeting by Owners. If Owner raises its tipping fees or other charges within the three year Contractor rate freeze, the adjustments discussed herein shall not affect Contractor's right to adjust rates in the fourth and fifth years of this Agreement pursuant to appropriate changes in the CPI. The base rate in this context shall be the appropriately approved rates occurring in connection with any change in Owner tipping fees or expenses. If Owner increases its disposal rates, the following formula shall govern Contractors maximum rate increase as a result thereof:

RESIDENTIAL:

For every \$1.00 increase per ton tipping fee, Contractor may raise its residential monthly rate by \$0.12 per month per can.

COMMERCIAL:

For every \$1.00 increase per ton tipping fee, Contractor may raise its commercial rate by \$0.10 per yard.

13. CONTRACTOR INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Owners and its subsidiaries and affiliates, and their respective directors, officers, agents and employees (the "Owners Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees and expenses, arising out of any claim or loss of or damage to property and injuries to or death of any persons, including any Owners Indemnified Parties, caused (i) by the breach of any material term, covenant, agreement or undertaking herein of Contractor or (ii) by the negligence or willful misconduct of Contractor.

14. BILLING AND COLLECTION

Billing and collection from Residential Units and Light Commercial Units shall be the responsibility of the Owner. The collection and disposal costs to Subscribers will include \$1.00 per cart to cover the Owner's costs associated with billing and collections. The Contractor shall discount its charge to the City by \$1.00 per cart in consideration of the billing and collection being performed by the Owner. All complaints regarding billing shall be made directly to the City of Tifton. The City of Tifton shall give all complaints prompt and courteous attention.

15. INDEPENDENT CONTRACTOR STATUS AND CONTRACTOR PERSONNEL

The Contractor shall assign a qualified person or persons to be in charge of its performance of this contract.

The Contractor's collection employees shall wear a uniform or shirt bearing the Contractor's name, as well as, appropriate reflective safety wear.

Each employee, subcontractor or assignee of Contractor who drives a vehicle pursuant to his or her duties under this contract shall, at all times, carry a valid Georgia driver's license for the type of vehicle he or she is driving and possess all licenses and permits as may be required by state or federal law, rule or regulation.

The Contractor shall provide operating and safety training for all personnel.

No person shall be denied employment or services by the Contractor for reasons of age, race, sex, creed, religion, national origin or status of disability in violation of Federal or State law.

Services rendered by Contractor under this contract are not rendered as an Owners employee, and amounts paid under this contract do not constitute compensation paid to an employee. It is understood that the relationship of Contractor and the Owner is that of an independent contractor and the Owner does not retain control of the mode, manner and method of performance of the work associated with this Agreement. The services performed under this Agreement shall be performed in accordance with good and accepted industry practices for contract operators providing similar services in the Southeastern United States. The parties hereto expressly agree that Contractor, as an independent contractor, is not an Owner's agent or employee, and such as, is solely responsible for Contractor's own employment taxes, workers compensation premiums, and similar expenses and benefits. The Owner assumes no liability for the actions of Contractor or its agents or employees. This contract does not create any joint venture, partnership, undertaking, or business between the parties hereto, nor any rights or benefits to third parties.

16. OWNERS EMPLOYEES

The Contractor shall hire all Owner employees which currently provide collection services for Owner's collection and hauling operation. No employee shall be required to accept employment by Contractor. Said employment is mandatory provided these employees pass any pre-employment drug screen and criminal background check.

If hired, these employees will be paid at a rate equal to or higher than their current hourly rate. They shall also be provided those benefits set out in Addendum F.

These employees shall be guaranteed one year employment by Contractor provided their performance, conduct, attendance and other employment responsibilities are minimally satisfactory to Contractor. Any pre-textual and unsubstantiated basis for termination of any employees transferring employment under this Agreement shall be a basis for terminating this Agreement with Contractor.

17. PURCHASE OF EXISTING EQUIPMENT

Contractor will purchase all usable commercial containers and all usable 90-100 gallon carts from the City of Tifton and Tift County, Georgia for the lump sum of Seven Hundred Ten Thousand Dollars (\$710,000.00) paid by cashier's check made payable to the Tifton/Tift County Solid Waste Collection and Disposal Fund at the time of execution of this Agreement and will be responsible for delivery, pick-up and replacement of additional carts. The inventory of carts and commercial containers is attached hereto as Addendum C and D respectively.

Contractor will purchase all equipment at the recycling center as listed on Addendum E for the lump sum of one hundred twenty-five thousand dollars (\$125,000.00).

18. INSURANCE

Contractor shall maintain in full force and effect insurance of the type and in the amount set forth below. Contractor shall furnish to the Owner with its execution and delivery of the Agreement and at each annual anniversary of the date of the Agreement, or at any time upon the Owner's request, certificates of insurance or other evidence satisfactory to the Owner to the effect that such insurance has been procured and is in force and certifying that the Owner shall receive 30 days' notice prior to any modification, revocation, cancellation or non-renewal of said insurance. No such insurance coverages shall have retentions or deductibles of the insured in excess of \$10,000 per occurrence.

Coverages	Limits of Liability
Worker's Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage to Rented Building Liability	\$1,000,000.00 \$100,000.00
Excess Liability Umbrella	\$5,000,000 aggregate
Pollution and Environmental Liability Remediation Coverage	\$5,000,000 per occurrence and

The Owners shall be named as an "Additional Insured" on each such policy.

All insurance contracts or policies procured by Contractor pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the Owner and shall be issued and maintained by insurance companies authorized to do business in the State of Georgia and reasonably acceptable to the Owner.

Any failure to provide such evidence of, or to maintain, insurance as required by this Section shall be grounds for termination of the Agreement.

Contractor shall not be permitted to purchase any policy that allows payment of claims where costs and expense of litigation will diminish the required limits purchased pursuant to this liability contract.

19. FORCE MAJEURE

From and after the commencement date, Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of Contractor unless such cause is a result of action or non-action by Contractor.

20. GUARANTEE / CERTIFICATION

The Contractor agrees to guarantee its actions pursuant to this agreement by providing to Owners either a performance bond acceptable to the Owners, or letters of personal guarantee from the Contractor, or a letter of credit from a banking institution authorized to transact business in the State of Georgia and approved by the Owners.

21. TERMINATION

21.1 Termination for Cause:

Each of the following shall be grounds for immediate termination of this Agreement by the Owner:

- a. Contractor violates any Environmental Law as defined in Section 1.7;
- b. Contractor disposes of solid waste not in accordance with Section 4.1;
- c. Contractor disposes of Yard Waste not in accordance with Section 4.2;
- d. Contractor fails to provide and maintain required insurance coverage as provided in Section 21;
- e. Contractor habitually demonstrates poor response and/or resolution to Subscriber complaints; or
- f. Contractor makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of 60 days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order or relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue un-dismissed for a period of 60 days or more.

- g. Contractor fails to pay any undisputed amounts, including without limitation any undisputed Disposal Fee within 30 days from the date the amount is due or
- h. Contractor fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Contractor specifying the nature of such failure and requesting that it be remedied.

The Contractor may immediately terminate this Agreement in the event the Owner fails to observe and perform any material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Owner specifying the nature of such failure and requesting that it be remedied.

22. EXCLUSIVE CONTRACT

The Contractor shall be the sole contractor of the Owners to provide solid waste collection services for and on behalf of the Owners under the terms of the contract for the Service Area as defined herein.

23. NOTICE

A letter sent by certified United States mail to either party at the business addresses specified below shall be sufficient notice whenever required for any purpose in this contract. The addresses designated may be changed from time to time by written notice sent by certified U.S. mail as provided herein.

Contractor: Golden Environmental, LLC
21 Farmers Market Road
Tifton, Georgia 31794
(229) 256-2883

Owners: The City of Tifton
c/o City Manager
P.O. Box 229
Tifton, Georgia 31793
(229) 391-3937

24. MODIFICATION

This Contract, and all exhibits hereto, contains the entire agreement between the parties. There are no other promises or conditions between the parties, either oral or written. This contract supersedes any prior oral or written agreements or contracts between the parties.

This contract shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by all parties hereto. No contractual modification shall be binding on Owners in the absence of a legal vote by their governing boards.

25. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred without the express written consent of the parties.

26. GOVERNING LAW / JURISDICTION

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance. Both parties agree that venue for any legal action pursuant to this Contract shall be in Tift County, Georgia.

IN WITNESS WHEREOF, this agreement has been executed in duplicate original on the date and year first above mentioned.

CITY OF TIFTON

By: _____

Title: _____

Witness: _____

GOLDEN ENVIRONMENTAL, LLC

By: _____

Title: _____

Witness: _____

ADDENDUM A

1. Residential Municipal Solid Waste Rate

City of Tifton Subscribers	\$14.13
Plus City of Tifton (Billing Differential)	\$1.00
Total Subscriber Fee	\$15.13

- Includes RMSW, Yard Waste Bulky Items, recyclables
- Additional Cart \$5.00

Contractor Owned	Call In	1 x Month	2 x Month	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
90-100 Gallon Light Commercial				\$20.00					
Four Yard Container	\$75.00	\$60.00	\$50.00	\$55.90	\$111.80	\$167.70	\$223.60	\$279.50	\$335.40
Six Yard Container	\$85.00	\$70.00	\$60.00	\$83.85	\$167.70	\$251.55	\$335.40	\$419.25	\$503.10
Eight Yard Container	\$95.00	\$80.00	\$80.00	\$111.80	\$223.60	\$335.40	\$447.20	\$559.00	\$670.80

2. Commercial Rates:

Subscriber Owned	Call In	1 x Month	2 x Month	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
Four Yard Container	\$50.00	\$50.00	\$45.00	\$50.90	\$106.80	\$162.70	\$218.60	\$274.50	\$330.40
Six Yard Container	\$60.00	\$60.00	\$55.00	\$77.85	\$162.70	\$256.55	\$330.40	\$414.25	\$498.10
Eight Yard Container	\$75.00	\$75.00	\$75.00	\$106.80	\$218.60	\$330.40	\$442.20	\$554.00	\$665.80

One Time Rolloff Pricing	DELIVERY PRICE	PICK-UP PRICE	TOTAL COST + TIPPING FEE
Twenty Yard Rolloff	\$50.00	\$100.00	\$50.00 + \$100.00 + Tipping Fee = Total
Thirty Yard Rolloff	\$50.00	\$100.00	\$50.00 + \$100.00 + Tipping Fee = Total
Forty Yard Rolloff	\$50.00	\$100.00	\$50.00 + \$100.00 + Tipping Fee = Total

3. **Commercial Recycling Rates:**

Contractor Owned	1 x Month	2 x Month	1 x Week	2 x Week	3 x Week
Six Yard Container	\$12.50	\$25.00	\$51.60	\$103.20	\$154.80
Eight Yard Container	\$16.00	\$32.00	\$68.80	\$137.60	\$206.40

3a. Contractor shall be responsible for Commercial Recycling Customers with 4 yard compactors. The Contractor will be responsible for negotiating a contract managing transfer of any existing agreements between third party recycling agents and the Contractor.

CITY OF TIFTON

By: _____

Title: _____

Witness: _____

GOLDEN ENVIRONMENTAL, LLC

By: _____

Title: _____

Witness: _____

ADDENDUM B

1. Land Fill Disposal Rates

- All forms of approved waste \$38.50/ton
- All waste collection pursuant to this Agreement must be disposed in the Landfill, except unacceptable waste, recyclables and that waste which can otherwise be disposed of in the Tifton/Tift County Inert Land Fill

2. Inert Land Fill

Wood

- Minimum charge for any load less than 1,200 pounds \$15.00/ton
\$9.50/ton
- Loads between 1,200 and 2,000 pounds Pro rata of ton price
- Any load >2,000 pounds, ton price and pro rata for weight exceeding a ton unit

Concrete

\$6.50/ton

ADDENDUM C

INVENTORY OF CANS AND DUMPSTERS

Approximately 9,665 – 95 gallon Residential Containers

Approximately 525 – 65 gallon Senior Residential Containers

Approximately 311 – 4 yard dumpsters

Approximately 134 – 6 yard dumpsters

Approximately 149 - 8 yard dumpsters

All Old Dumpsters at the Recycling Facility

ADDENDUM D

99
27
126

LANDFILL

1029 LF	2002 Peterbilt	Cable Roll Off	Diesel	Cummins 350	Allison Auto	1NPZL00X92D714290	bad motor
1031-09 LF	2009 Peterbilt	Cable Roll Off	Diesel	Cummins 350	Allison Auto	3BPZL00X29F718904	
1032 LF	Lewis Steel	Roll-off Bin 30 yard				71391	
1033 LF	Lewis Steel	Roll-off Bin 30 yard				71344	
1034 LF	Lewis Steel	Roll-off Bin 30 yard				71771	
1035 LF	Lewis Steel	Roll-off Bin 30 yard				71375	
1036 LF	Lewis Steel	Roll-off Bin 30 yard				71772	
1037 LF	Lewis Steel	Roll-off Bin 30 yard				71770	
1038 LF	Lewis Steel	Roll-off Bin 30 yard				71758	
1039 LF	Lewis Steel	Roll-off Bin 30 yard				71769	
1040 LF	Lewis Steel	Roll-off Bin 30 yard				71759	
1041 LF	Lewis Steel	Roll-off Bin 30 yard				71767	
1042 LF	Lewis Steel	Roll-off Bin 40 yard				73027	
1043 LF	Lewis Steel	Roll-off Bin 40 yard				73024	
1044 LF	Lewis Steel	Roll-off Bin 40 yard				73028	
1045 LF	Lewis Steel	Roll-off Bin 40 yard				71625	
1046 LF	Lewis Steel	Roll-off Bin 40 yard				71626	
1047 LF	Lewis Steel	Roll-off Bin 40 yard				73029	
1048 LF	Lewis Steel	Roll-off Bin 40 yard				71622	
1049 LF	Lewis Steel	Roll-off Bin 40 yard				71623	
1050 LF	Lewis Steel	Roll-off Bin 20 yard				71803	
1051 LF	Lewis Steel	Roll-off Bin 20 yard				71807	
1052 LF	Lewis Steel	Roll-off Bin 20 yard				71801	
1053 LF	Lewis Steel	Roll-off Bin 20 yard				71501	
1054 LF	Lewis Steel	Roll-off Bin 20 yard				71502	
1055 LF	Lewis Steel	Roll-off Bin 20 yard				71800	
1056 LF	Lewis Steel	Roll-off Bin 20 yard				71802	
1057 LF	Lewis Steel	Roll-off Bin 20 yard				71804	
1058 LF	Lewis Steel	Roll-off Bin 20 yard				61619	

ADDENDUM D CONT.

1059 LF	Lewis Steel	Roll-off Bin 20 yard	71805
1060 LF	Lewis Steel	Roll-off Bin 20 yard	71504
1061 LF	Lewis Steel	Roll-off Bin 20 yard	71500
1062 LF	Lewis Steel	Roll-off Bin 20 yard	71799
1063 LF	Lewis Steel	Roll-off Bin 20 yard	71503
1064 LF	Lewis Steel	Roll-off Bin 20 yard	71808
1065 LF	Lewis Steel	Roll-off Bin 40 yard	208 VOLTZ 74250
1066 LF	Lewis Steel	Roll-off Bin 40 yard	460 VOLTZ 74249
1067 LF	Lewis Steel	Roll-off Bin 20 yard	61620
1068 LF	Lewis Steel	Roll-off Bin 20 yard	71408
1069 LF	Lewis Steel	Roll-off Bin 20 yard	71409
1071 LF	Lewis Steel	Roll-off Bin 20 yard	71413
1072 LF	Lewis Steel	Roll-off Bin 40 yard	73025
1073 LF	Lewis Steel	Roll-off Bin 40 yard	73026
1076 LF	Lewis Steel	Roll-off Bin 40 yard	79564
1077 LF	Lewis Steel	Roll-off Bin 40 yard	79565
1078 LF	Lewis Steel	Roll-off Bin 40 yard	79566
1079 LF	Lewis Steel	Roll-off Bin 40 yard	79563
1080 LF	Lewis Steel	Roll-off Bin 30 yard	79545
1081 LF	Lewis Steel	Roll-off Bin 40 yard	79549
1082 LF	Lewis Steel	Roll-off Bin 30 yard	79536
1083 LF	Lewis Steel	Roll-off Bin 30 yard	79548
1084 LF	Lewis Steel	Roll-off Bin 30 yard	79546
1085 LF	Lewis Steel	Roll-off Bin 30 yard	81697
1086 LF	Lewis Steel	Roll-off Bin 30 yard	81698
1087 LF	Lewis Steel	Roll-off Bin 30 yard	81699
1088 LF	Lewis Steel	Roll-off Bin 30 yard	81700
1089 LF	Lewis Steel	Roll-off Bin 30 yard	81701
1090 LF	Lewis Steel	Roll-off Bin 40 yard	# 76032
1091 LF	Lewis Steel	Roll-off Bin 40 yard	# CD1694
1092 LF	Lewis Steel	Roll-off Bin 40 yard	83518
1093 LF	Lewis Steel	Roll-off Bin 40 yard	83556
1094 LF	Lewis Steel	Roll-off Bin 40 yard	83519

ADDENDUM D CONT.

1095 LF	Lewis Steel	Roll-off Bin 40 yard	83517
1096 LF	Lewis Steel	Roll-off Bin 40 yard	92838
1097 LF	Lewis Steel	Roll-off Bin 40 yard	92827
1098 LF	Lewis Steel	Roll-off Bin 40 yard	92847
1099 LF	Lewis Steel	Roll-off Bin 40 yard	92845
2000 LF	Lewis Steel	Roll-off Bin 30 yard	90450
2001 LF	Lewis Steel	Roll-off Bin 30 yard	90466
2002 LF	Lewis Steel	Roll-off Bin 30 yard	90432
2003 LF	Lewis Steel	Roll-off Bin 30 yard	90445
2004 LF	Lewis Steel	Roll-off Bin 30 yard	90453
2005 LF	Lewis Steel	Roll-off Bin 20 yard	92869
2006 LF	Lewis Steel	Roll-off Bin 20 yard	92872
2007 LF	Lewis Steel	Roll-off Bin 30 yard	90195
2008 LF	Lewis Steel	Roll-off Bin 40 yard	92837
2009 LF	Lewis Steel	Roll-off Bin 40 yard	92839
2010 LF	Lewis Steel	Roll-off Bin 30 yard	99093
2011 LF	Lewis Steel	Roll-off Bin 30 yard	99092
2012 LF	Lewis Steel	Roll-off Bin 30 yard	99089
2013 LF	Lewis Steel	Roll-off Bin 30 yard	99091
2014 LF	Lewis Steel	Roll-off Bin 30 yard	99097
2015 LF	Lewis Steel	Roll-off Bin 30 yard	101806
2016 LF	Lewis Steel	Roll-off Bin 30 yard	101812
2017 LF	Lewis Steel	Roll-off Bin 30 yard	101813
2018 LF	Lewis Steel	Roll-off Bin 30 yard	101810
2019 LF	Lewis Steel	Roll-off Bin 30 yard	101795
2020 LF	Lewis Steel	Roll-off Bin 40 yard	101379
2021 LF	Lewis Steel	Roll-off Bin 40 yard	101381
2022 LF	Lewis Steel	Roll-off Bin 40 yard	101380
2023 LF	Lewis Steel	Roll-off Bin 40 yard	101382
2024 LF	Lewis Steel	Roll-off Bin 30 yard	102424
2025 LF	Lewis Steel	Roll-off Bin 30 yard	102425
2026 LF	Lewis Steel	Roll-off Bin 30 yard	103459
2027 LF	Lewis Steel	Roll-off Bin 30 yard	103460

ADDENDUM D CONT.

2028 LF	Lewis Steel	Roll-off Bin 30 yard	103462
2029 LF	Lewis Steel	Roll-off Bin 30 yard	110387
2030 LF	Lewis Steel	Roll-off Bin 30 yard	110388
2031 LF	Lewis Steel	Roll-off Bin 30 yard	110389
2032 LF	Lewis Steel	Roll-off Bin 30 yard	110390
2033 LF	Lewis Steel	Roll-off Bin 30 yard	110394
2034 LF	Lewis Steel	Roll-off Bin 30 yard	5314
2035 LF	Lewis Steel	Roll-off Bin 30 yard	5315
2036 LF	Lewis Steel	Roll-off Bin 20 yard	5290
2037 LF	Lewis Steel	Roll-off Bin 20 yard	5293
2038 LF	Lewis Steel	Roll-off Bin 30 yard	5336
2039 LF	Lewis Steel	Roll-off Bin 30 yard	5338
2040 LF	Lewis Steel	Roll-off Bin 30 yard	5342
2041 LF	Lewis Steel	Roll-off Bin 30 yard	5340
2042 LF	Lewis Steel	Roll-off Bin 40 yard	5324
2043 LF	Lewis Steel	Roll-off Bin 40 yard	5325
2044 LF	Lewis Steel	Roll-off Bin 40 yard	5408
2045 LF	Lewis Steel	Roll-off Bin 40 yard	5409
2046 LF	Lewis Steel	Roll-off Bin 30 yard	61555
2047 LF	Lewis Steel	Roll-off Bin 30 yard	61556
2048 LF	Lewis Steel	Roll-off Bin 30 yard	61557
2049 LF	Lewis Steel	Roll-off Bin 30 yard	61558
2050 LF	Lewis Steel	Roll-off Bin 30 yard	61621
2051 LF	Lewis Steel	Roll-off Bin 30 yard	61622
2052 LF	Lewis Steel	Roll-off Bin 40 yard	61623
2053 LF	Lewis Steel	Roll-off Bin 40 yard	61627
2054 LF	Lewis Steel	Roll-off Bin 20 yard	7324
2055 LF	Lewis Steel	Roll-off Bin 20 yard	7323
2057 LF	Lewis Steel	Roll-off Bin 20 yard	7364
2058 LF	Lewis Steel	Roll-off Bin 30 yard	7038
2059 LF	Lewis Steel	Roll-off Bin 30 yard	63257
2060 LF	Lewis Steel	Roll-off Bin 30 yard	63258
2061 LF	Lewis Steel	Roll-off Bin 30 yard	63132

Contractor's purchase price for the items listed on Addendum D does not include 1029LF 2002 Peterbilt Cable Roll Off Diesel Cummings 350 Allison Alto 1NPZL00X92D714290 or 1031-09LF 2009 Peterbilt Cable Roll Off Diesel Cummings 350 Allison Alto 3BPZL00X29F718904. Likewise, the serial numbers associated with the roll off bins may not correlate exactly with the inventory purchased. Contractor is aware that discrepancies may exist and his purchase price is in consideration for 126 roll off containers listed on Addendum D.

ADDENDUM E

RECYCLE

1808 Rec	Gehl	SKID STEER LOADER (Old Unit)	Diesel	9166	SURPLUS	\$1,500
1809 Rec	1995 Ford	F150 Pickup	Gasoline	5.0 L Ford Automatic 1FTEF15N8SNB47445		\$1,500
1810 Rec	1999 International 4700	Hook Lift Truck	Diesel	7.3 L Inter Automatic 1HTSCABMSXH611436		\$ 18,000
1824 Rec	2008 Cat	Skid loader	Diesel	Hydrostaci CAT0236BCHEN06826		\$ 20,000
1853 Rec	2006 Chevrolet 5500	Hook Lift Truck	Diesel	6.6 L Automatic 1GBE5C1256F402115		\$ 22,000
1854 Rec	2006 Daewoo	5000lb Forklift	Propane	2.4L Hydrostaci 4NGZB02.4LSI		\$ 14,000
1860 Rec	Baker	10yd Roll Off Red Hook and Latch		10825R		\$ 1,600
1861 Rec	Baker	10yd Roll Off Red Hook and Latch		10826R		\$ 1,600
1862 Rec	Baker	10yd Roll Off Red Hook and Latch		10828R		\$ 1,600
1863 Rec	Baker	10yd Roll Off Red Hook and Latch		10829R		\$ 1,600
1864 Rec	Baker	10yd Roll Off Red Hook and Latch		10830R		\$ 1,600
1865 Rec	Baker	10yd Roll Off Red Hook and Latch		10831R		\$ 1,600
1866 Rec	Baker	10yd Roll Off Red Hook and Latch		10832R		\$ 1,600
1867 Rec	Baker	10yd Roll Off Red Hook and Latch		10833R		\$ 1,600
1868 Rec	Baker	10yd Roll Off Red Hook and Latch		10834R		\$ 1,600
1869 Rec	Baker	10yd Roll Off Red Hook and Latch		10835R		\$ 1,600
1870 Rec	Baker	10yd Roll Off Red Hook and Latch		10836R		\$ 1,600
1871 Rec	Baker	10yd Roll Off Red Hook and Latch		10837R		\$ 1,600
1872 Rec	Baker	10yd Roll Off Red Hook and Latch		10838R		\$ 1,600
1873 Rec	Baker	10yd Roll Off Red Hook and Latch		10839R		\$ 1,600
1874 Rec	Baker	10yd Roll Off Red Hook and Latch		10840R		\$ 1,600
1875 Rec	Baker	10yd Roll Off Red Hook and Latch		10841R		\$ 1,600
1876 Rec	Baker	10yd Roll Off Red Hook and Latch		10842R		\$ 1,600
1877 Rec	Baker	10yd Roll Off Red Hook and Latch		10843R		\$ 1,600
1878 Rec	Baker	10yd Roll Off Red Hook and Latch		10844R		\$ 1,600
1879 Rec	Baker	10yd Roll Off Red Hook and Latch		10845R		\$ 1,600
1885 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108700		\$ 1,600
1886 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108702		\$ 1,600
1887 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108698		\$ 1,600
1888 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108704		\$ 1,600
1889 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108703		\$ 1,600
1890 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108709		\$ 1,600
1891 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108711		\$ 1,600
1892 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108706		\$ 1,600
1893 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108710		\$ 1,600
1894 Rec	Wastequip	10yd Roll Off Red Hook and Latch		RO 108707		\$ 1,600
1880 DT Rec	Wastequip	10yd Roll Off Red Hook and Latch (Divided Bins)		1718590		\$ 1,800
1881 DT Rec	Wastequip	10yd Roll Off Red Hook and Latch (Divided Bins)		1718584		\$ 1,800
1882 DT Rec	Wastequip	10yd Roll Off Red Hook and Latch (Divided Bins)		1718588		\$ 1,800
1883 DT Rec	Wastequip	10yd Roll Off Red Hook and Latch (Divided Bins)		1718591		\$ 1,800
1884 DT Rec	Wastequip	10yd Roll Off Red Hook and Latch (Divided Bins)		1718587		\$ 1,800
Rec	Selco	HRB-516N Twin Ram Auto Tie Open End Baler		TR-12100		\$ 50,000
Rec	Max Pac	MP-7230 Vertical Baler		1095267515		\$ 5,000

ADDENDUM F



Employee Benefits

- Based on the employee list provided in the request for proposal, each employee would continue at their current hourly rate or higher
- Average work week is 48 hours, with overtime paid over 40 hours at time and a half
- Golden Environmental provides uniforms at no cost to employees
- 6 paid holidays - New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas
- 5 paid vacation days for 0 - 5 years of service; 7 paid vacation days 6 - 9 years; additional 1/2 day per year for each year 10 and over
- 5 paid sick days
- 401k - 2013 match is 3.5%. Match amount is based on business success and is typically between 2.5 and 3.5%.
- Life insurance is available for purchase by the employee
- Christmas bonus, approximately of 1% of salary
- Vision insurance is available for purchase by the employee for approximately \$20/month
- Dental insurance is available for purchase by the employee for approximately \$25/month

Major Medical

Golden Environmental pays half of premiums for employees that choose health coverage. The employee chooses the level of health insurance (ie. individual, individual + spouse, family). I also mentioned that we have several insurance companies that provide health coverage, based on the health needs of the employee. These companies allow Golden Environmental to shop for the best coverage and premium based on individual health conditions.

All Current City Employees who become employees of Golden Environmental will maintain the same years of service that they have been employed by the City of Tifton as it pertains to accumulation of vacation days.

TIFTON CITY COUNCIL AGENDA ITEM



TO: Tifton City Council
FROM: Ricky Hobby, SWCD Director
DATE: October 16, 2014
DEPARTMENT: Landfill
SUBJECT: Excavator and Articulated Off Highway
Dump Truck Proposal

DATE: October 16, 2014
Workshop Meeting (X)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

This is a proposal to purchase an excavator and off highway dump truck for the Tifton-Tift County Landfill in order to maintain compliance with EPD in the hauling and covering of garbage in all-weather conditions.

PROPOSED ACTION

Discussion.

SUPPORTING INFORMATION

Background Information

- See Attachment

Financial Implications

- The purchase of this excavator will be paid from SWCD Capital Outlay program
- Is this a budgeted item X yes or ___ no. How much is budgeted \$230,000. (excavator)
- Is this a budgeted item X yes or ___ no. How much is budgeted \$325,000. (truck)
- The approved monies were budgeted for a Sanitation truck but in lieu of acquisition of Sanitation we are requesting the money to be used to purchase an excavator for the landfill.

Pros and/or Cons

- To continue operation at landfill to remain in compliance with EPD and to maintain a safe environment for our customers.

Implementation

- Within 30 days upon approval. Ricky Hobby is the contact for implementation follow up.

Exhibit B
City of Tifton
PROPOSAL PACKAGE
October 16, 2014

Used Articulated Off Highway Dump Truck 6 Wheel Drive

I. Item Description and Justification:

Its primary use is to haul dirt for the purposing of covering garbage and constructing slopes. This equipment has the capability of hauling dirt during inclimate weather in order to maintain compliance with EPD. It is a part of our on-going capital improvement program.

II. Vendors That Meet or Exceed Specs:

<u>Company</u>	<u>Location</u>	<u>Amt.</u>
ASC Construction Equip.	Buford, GA	\$270,000.00

III. Vendors That Did Not Meet Specs:

<u>Company</u>	<u>Location</u>
Yancey Bros.	Valdosta, GA
Wallace Equipment	Valdosta, GA
Flint Equipment	Albany, GA

IV. Staff Recommendation:

ASC Construction Equip.
Buford, GA

Landfill Used Articulated Off Highway Dump Truck 6 Wheel Drive

\$270,000.00

Executive Summary

Used Articulated Off Highway Dump Truck 6 Wheel Drive

Four proposals were sent out and four were returned with one meeting specs. The proposal calls for the purchase of a Used Articulated Off Highway Dump Truck 6 Wheel Drive. Budgeted funds (\$325,000) from the capital improvement program will be used for purchase of this equipment. This machine carries a Power Train+Hydraulics+Components warranty good until 2/24/2019 or 6,000 hours whichever occurs first. There are approximately 1650 hours of use on this machine at present time.

Staff recommends awarding the proposal to ASC Construction Equipment, Buford, GA. ASC Construction Equipment's proposal was for \$270,000.





TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Ricky Hobby, SWCD Director
DATE: October 16, 2014
DEPARTMENT: Landfill
SUBJECT: Excavator and Articulated Off Highway
Dump Truck Proposal

DATE October 16, 2014
Workshop Meeting (X)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

This is a proposal to purchase an excavator and off highway dump truck for the Tifton-Tift County Landfill in order to maintain compliance with EPD in the hauling and covering of garbage in all-weather conditions.

PROPOSED ACTION

Discussion.

SUPPORTING INFORMATION

Background Information

- See Attachment

Financial Implications

- The purchase of this excavator will be paid from SWCD Capital Outlay program
- Is this a budgeted item X yes or ___ no. How much is budgeted \$230,000. (excavator)
- Is this a budgeted item X yes or ___ no. How much is budgeted \$325,000. (truck)
- The approved monies were budgeted for a Sanitation truck but in lieu of acquisition of Sanitation we are requesting the money to be used to purchase an excavator for the landfill.

Pros and/or Cons

- To continue operation at landfill to remain in compliance with EPD and to maintain a safe environment for our customers.

Implementation

- Within 30 days upon approval. Ricky Hobby is the contact for implementation follow up.

Exhibit B
City of Tifton
PROPOSAL PACKAGE
October 16, 2014

Track Mounted Hydraulic Excavator

I. Item Description and Justification:

Its primary use is to excavate dirt for the purposing of covering garbage, preparing ground for installation of pipe for drainage and/or leachate recirculation, ditch cleaning, and the clearing of land for mining dirt. It is a part of our on-going capital improvement program.

II. Vendors That Meet or Exceed Specs:

<u>Company</u>	<u>Location</u>	<u>Amt.</u>
Yancey Bros. (5-Year Buy Back) Net Bid	Valdosta, GA	\$218,923.00 -\$114,111.00 \$104,812.00
Flint Equip Co. (5-Year Buy Back) Net Bid	Albany, GA	\$209,995.00 -\$105,000.00 \$104,995.00
ASC Construction Equip. (5-Year Buy Back) Net Bid	Buford, GA	\$209,065.00 -\$ 94,815.00 \$114,250.00

III. Vendors That Did Not Meet Specs:

<u>Company</u>	<u>Location</u>
Wallace Equip.	Valdosta, GA

IV. Staff Recommendation:

Yancey Bros. 2966 Hwy 84 West Valdosta, GA	Ph. 229-242-8610 Fax 229-242-1126
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Landfill Track Mounted Hydraulic Excavator.....	\$218,923.00
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Executive Summary

Track Mounted Hydraulic Excavator

Four proposals were sent out and four were returned with three meeting specs. The proposal calls for the purchase of a Track Mounted Hydraulic Excavator. Budgeted funds for a Sanitation Truck (\$230,000) from the capital improvement program will be used in lieu of the transition of that department. This machine will be replacing a 1998 CAT dirt pan. The proposal further includes a provision for a five year buy back of the machine yielding a total capital cost for owning the machine for that time period to allow for more accurate budget projections and cost control.

Staff recommends awarding the proposal to Yancey Brothers Company, Valdosta, GA. Yancey Brothers' proposal was for \$218,923 with a net five year cost of \$104,812.



**City of Tifton
Board Report – November 2014**

ZONING BOARD OF APPEALS (Terms Expiring 11/30/2014)

Dale Sumner – Would not like to be reappointed

Gene Courson – Would like to be reappointed

Freddie Walker – Would not like to be reappointed
