



**WORK SESSION - KINGSTON CITY COUNCIL**  
**January 3, 2017 at 6:00 P.M.**

**A G E N D A**

1. Invocation and Pledge
2. Call to Order
3. Citizens Comments/Persons to Appear
4. Update on Goodman vs. City of Kingston – Benjamin Louderback (**Executive Session**)
5. Presentation on Neighborhood / Business / Elder Watch Programs – Sgt. Tony Guy, KPD
6. Discussion of Creation of Beautification Committee
7. Discussion of Citizen Request to Designate Palmer Street as One Way
8. Discussion of Requesting Proposals for Curbside Recycling
9. Discussion of Accepting TML Property Conservation Grant (Tentative)
10. Discussion of Purchase of Truck for Police Department with Military Surplus Sale Proceeds
11. Continued Discussion of Special Event Alcohol Permitting
12. Discussion of Items not on Agenda

# Memorandum

To: Mayor and City Council

From: City Manager David L. Bolling

Date: 12/27/2016

Re: Workshop Agenda Item #6: Discussion of Creation of Beautification Committee

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Going back some time, we've had ongoing internal discussions on ways we can improve the look of Kingston. As a result, we've taken action in different ways but never really had a good way to make this in to a consistent, collective effort.

Recently, the idea of forming a Beautification Committee has gained a bit of momentum, and I really feel like it could be beneficial. I'm a big proponent of the use of committees, and I think having a group dedicated to improving the cleanliness and appearance of Kingston could really make a positive difference.

I've attached, for your reference, a draft amendment to our municipal code outlining the make-up and responsibilities of this potential group. Obviously these are just my thoughts, and can be expanded in any way you see fit, but I thought it would at least give us a good starting point.

I would anticipate this being a very pro-active committee, and see several things that they could quickly becoming involved in such as developing plans ornamental plantings in the downtown area and planning and promoting neighborhood beautification efforts.

CHAPTER 6

**BEAUTIFICATION COMMITTEE**

**SECTION**

2-601. Membership, tenure, compensation and vacancies.

2-602. Responsibilities

**2-601. Membership, tenure, compensation and vacancies.** There is hereby created a Beautification Committee which shall consist of seven (7) persons, as follows: four (4) citizens; one (1) member of City Council; one (1) representative from the Parks and Recreation Department and the Codes Enforcement Officer. The City Manager shall serve as a non-voting ex-officio member. The four (4) citizen members shall serve terms of four (4) years. The City Council member shall serve until the end of his or her term of office. The Council member and four (4) citizens shall be appointed by the City Council. The members of the Beautification Committee shall serve without compensation. Citizen vacancies occurring other than by expiration of term shall be filled only for the unexpired term. All citizen members shall live within the City limits.

**2-602. Responsibilities.** It shall be the responsibility of the Beautification Committee to:

1. Study, investigate, develop and carry out plans for improving the cleanliness and appearance of the City by beautifying the streets, highways, alleys, drainage ditches, lots, yards and other similar places in the City;
2. Aid in the prevention of debris in the streets, highways, alleys, drainage ditches, lots, yards and other similar places;
3. Encourage the placing, planting and / or preservation of trees, flowers, plants, shrubbery and other objects of ornamentation in the City;
4. Advise and recommend plans for the beautification of the City and otherwise promote the public interest in general improvements of the appearance of the City, and carry out other tasks as directed by the City Council.

# Memorandum

To: Mayor and City Council

From: City Manager David L. Bolling

Date: 12/27/2016

Re: Workshop Agenda Item #7: Discussion of Citizen Request to Designate Palmer Street as One Way

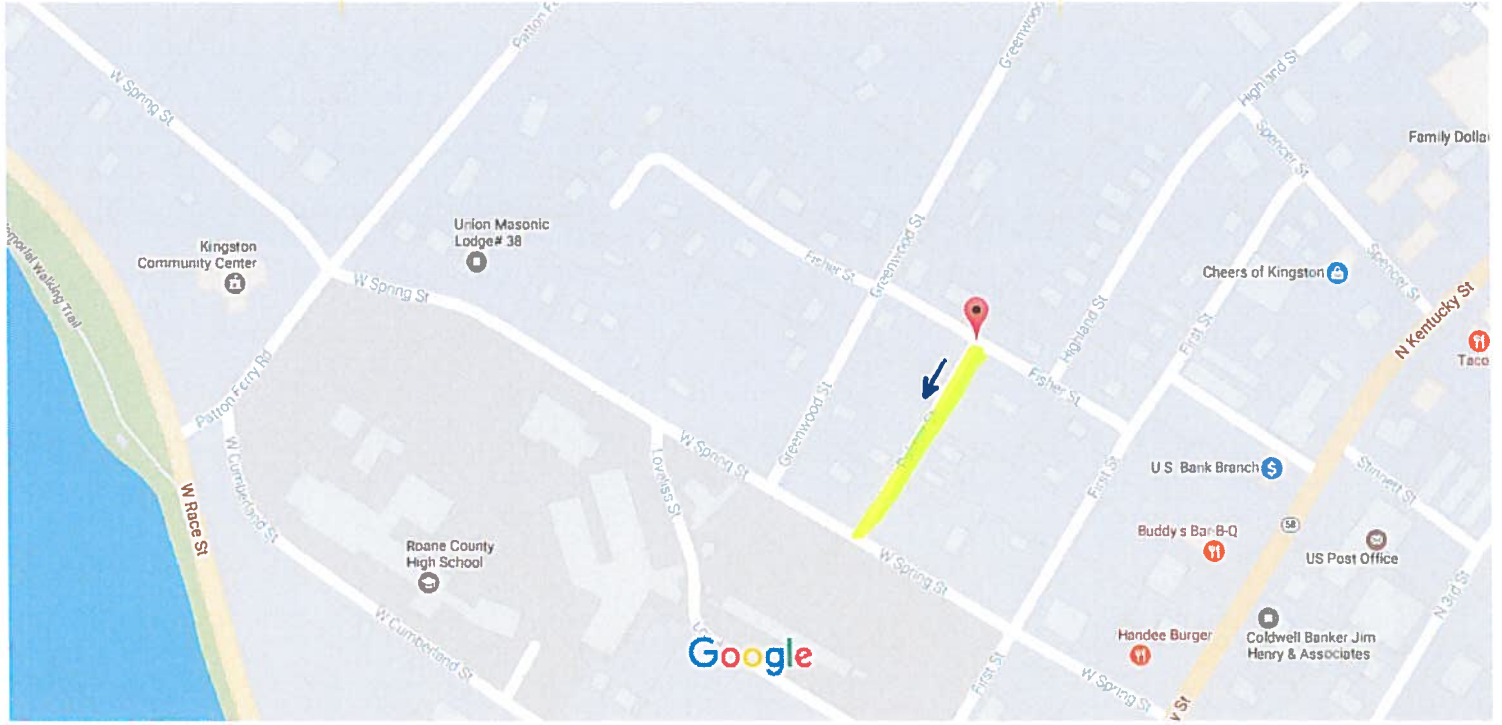
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I recently received a request from a citizen, asking that we consider making Palmer a one way street (map attached).

As you know, it is a short, narrow street that doesn't meet the current standards and it is very difficult to pass oncoming traffic. According to the person making the request, many people cut through there to avoid the school traffic in the afternoons, and it just isn't designed to properly and safely handle that kind of load.

I've discussed this with Chief Washam, Chief Gordon and Tim Clark and all are supportive of making this change. With your approval, we will proceed.

# Palmer St



Map data ©2016 Google 200 ft

# Memorandum

To: Mayor and City Council

From: City Manager David L. Bolling

Date: 12/27/2016

Re: Workshop Agenda Item #8: Discussion of Requesting Proposals for Curbside Recycling

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Currently there is no curbside recycling offered in the City of Kingston. While there is considerable cost associated with this service (whether absorbed by the city, the resident or both), it is a very popular quality of life amenity and certainly has a host of positive benefits.

I was asked to put together a RFP, which we have done. I haven't had a chance to get this approved by Sandy yet, but it is pretty boilerplate and based primarily off of a MTAS version.

It's likely that the demand for this service is there but, of course, that will depend largely on cost and who absorbs it. Obviously a first step in that fact finding process would be to put out a RFP and see what kind of response we get. I think it would be interesting to see what the cost might be, and if there is a way to make this viable.

With your approval, which I certainly recommend, we would like to send this out. Whatever response we receive will be brought back to you for further discussion, to determine if it's worthy of further pursuit.

**CITY OF KINGSTON, TENNESSEE**

**REQUEST FOR PROPOSALS**

**FOR CURBSIDE RECYCLING COLLECTION, TRANSPORTATION AND PROCESSING SERVICES**

**December 2016**

## TABLE OF CONTENTS

I.	Purpose, Background, and Scope of Service. . . . .	Page 3
A.	Purpose of Request for Proposal . . . . .	Page 3
B.	Intent . . . . .	Page 3
C.	Scope of Services. . . . .	Page 3
II.	Proposal Requirements. . . . .	Page 3
A.	Proposal Format. . . . .	Page 3
1.	Cover Letter. . . . .	Page 4
2.	Non Collusion. . . . .	Page 4
3.	Firm Qualifications. . . . .	Page 4
4.	Staffing Plan. . . . .	Page 4
5.	Firm Approach. . . . .	Page 4
6.	Cost. . . . .	Page 5
7.	Other. . . . .	Page 5
B.	Submittal Requirements. . . . .	Page 5
C.	Pre-Proposal Conference. . . . .	Page 5
D.	Joint Proposals. . . . .	Page 5
III.	RFP Evaluation, Schedule and Other Matters. . . . .	Page 5
A.	RFP Evaluations. . . . .	Page 5
B.	Final Ranking and Selection. . . . .	Page 6
C.	Presentations . . . . .	Page 6
D.	Negotiations . . . . .	Page 6
E.	Discussions: Best and Final Proposer. . . . .	Page 6
F.	Schedule . . . . .	Page 6
G.	Other Matters. . . . .	Page 6
1.	Changes in the RFP. . . . .	Page 6
2.	Verbal Agreements. . . . .	Page 6
3.	Receipt of Addenda. . . . .	Page 7
4.	Clarifications. . . . .	Page 7
5.	Reservation of Rights. . . . .	Page 7
IV.	Disposition of Proposals. . . . .	Page 7
A.	Disclosure . . . . .	Page 7
	ATTACHMENT 1 Recycling Data. . . . .	Page 8
	ATTACHMENT 2 Contract. . . . .	Page 9
	ATTACHMENT 3 Non-Collusion Affidavit. . . . .	Page 31



## **I. Purpose, Background, and Scope of Service**

### **A. Purpose of Request for Proposal**

The City of Kingston is soliciting proposals from qualified firms interested in providing curbside recycling collection, transporting and processing of recycled materials.

#### **Background**

The City of Kingston is located in Roane County, TN. The City is interested in providing weekly curbside recycling services to approximately \_\_\_\_\_ residences and small businesses and three schools via a contracted vendor.

### **B. Intent**

The City's intent and the requirements of this RFP are to provide its' citizens with the appropriate level of service, at the best price and with the highest quality.

The specifications contained within this RFP document are designed to establish the effective, efficient, uniform and safe system of Recycling Services that provides for the following intended purposes:

1. Establish and maintain a continuous and uniform level of Recycling Services in order to assure protection of the health, safety and welfare of the community.
2. Provide Recycling Services in a coordinated manner, through a routing system that will improve current Recycling Services while minimizing impacts to service rates. To this end, the City has tried to provide as much information as possible to all prospective proposers in order to allow them to compute fair and reasonable rate quotes. However, it is the sole responsibility of the Proposer to independently investigate, to calculate and to be responsible for the prices quoted.

### **C. Scope of Services**

The selected firm will be required to provide the following services including, but not limited to, the following:

1. Provide weekly curbside recycling service to approximately \_\_\_\_\_ residences and small businesses and three schools according to terms and conditions as set forth in Attachment 2.
2. Be responsible for safely and legally transporting and processing of the collected materials for recycling.
3. Furnish and maintain containers to single and multi-family residences for the collection of materials to be recycled.

## **II. Proposal Requirements**

### **A. Proposal Format**

In addition to other items specified below, all RFP's are limited to a maximum of 20 pages. This page limit does not include your cover letter.

**1. Cover Letter**

Each response should include a cover letter no longer than two pages, signed by an officer of your firm, indicating that the response is valid for 90 days and that the officer is legally able to contractually bind your firm. The cover letter should summarize your proposal's key points.

**2. Non Collusion**

The City of Kingston prohibits collusion, defined as a secret agreement for a deceitful or fraudulent purpose. The attached Non-Collusion Affidavit (Attachment 3) must be completed by all firms responding to this RFP.

**3. Firm Qualifications**

- a. Provide information describing your firm's financial condition. Include in such description, where applicable, the credit rating of your firm's parent entity or related subsidiaries that would provide services under this RFP.
- b. Describe any relevant changes in your firm within the past year, or anticipated changes, that may affect your capability to perform the services requested.
- c. Identify six references from similar sized governmental entities where your firm has performed similar services.
- d. Provide information regarding your firm's background and experience in providing these services.

**4. Staffing Plan**

- a. Indicate the names, titles, roles, locations, phone numbers, fax numbers and e-mail addresses, of each member of the team that will be designated to work on this project for your company. Indicate which person and position will serve as the day-to-day contact for the City. Provide brief resumes of the listed person(s).
- b. Provide the location, address, and contact information for the office that will provide the services to the City.

**5. Firm Approach**

- a. Discuss how your firm will provide the services to be performed for the City. The City of Kingston welcomes and will consider creative and innovative alternatives when those methods can be shown to provide cost savings.
- b. Please indicate the schedule for implementing the program that your firm will use to provide the services to be performed for the City.

**6. Cost**

The cost basis for collection and billing of recyclable materials shall be per ton.

**7. Other**

Please disclose any conflict or potential conflict of interest that your firm may have concerning this engagement.

**B. Submittal Requirements**

Eight copies of each firm's response shall be submitted to David L. Bolling, City Manager no later than \_\_\_\_\_ p.m. on \_\_\_\_\_ 2017.

**City of Kingston  
Attn: David L. Bolling  
900 Waterford Place  
Kingston, TN 37763**

A Proposer may, without prejudice, withdraw a proposal after it has been deposited with the City, provided written notice is given to the City Manager, and provided such notice of withdrawal is received by the City Manager prior to the closing time set for receiving proposals. Once submitted, proposals may not be corrected or modified prior to the time of opening.

**C. Pre-Proposal Conference**

The Pre-Proposal Conference will be held in the Kingston City Hall Conference Room, 2nd Floor, 900 Waterford Place, Kingston, Tennessee.

**NOTE: Attendance at the Pre-Proposal Conference is Mandatory.**

Proposers whose designated representative(s) do not attend the Pre-Proposal Conference will not be allowed to continue in the RFP process, and their proposals, if submitted, shall be disqualified. If a joint proposal is to be submitted, a representative from each firm with a substantial interest (representing more than 33 percent of the total interest) must attend the Pre-Proposal Conference.

**D. Joint Proposals**

If two or more Proposers are developing a joint proposal, the Kingston City Manager must be notified in writing by the joint Proposers no later than \_\_\_\_\_, 2017. This notification will be kept confidential until after submission and opening of the RFP's.

**III. RFP Evaluation, Schedule and Other Matters**

**A. RFP Evaluations**

RFPs will be evaluated based on the following criteria (not listed in any order of importance):

1. Firm's proven ability with similar projects.
2. Expertise of key personnel to be assigned to the contract.
3. Firm's proven ability to provide innovative, cost-effective service.
4. Firm's proven track record of responsiveness to time limitations and deadlines.
5. Firm's proven track record of quality of performance.
6. Firm's capacity to perform.
7. Firm's cost proposal.

**B. Final Ranking and Selection**

A City Committee will make a recommendation to negotiate with the responder whose proposal is determined to be the most advantageous to the City, considering the Evaluation factors set forth in the RFP. Recommended contract awarded, if any, resulting from this RFP is subject to the approval of the Kingston City Council.

**C. Presentations**

The City retains the right to create a shortlist and invite Proposers who make the list to deliver a presentation of its proposal to the Committee. Each presentation will be judged as to its completeness.

**D. Negotiations**

The City retains the right to make an award based on initial proposals without negotiations. Negotiations may be conducted with all responsible Proposers.

**E. Discussions: Best and Final Proposer**

The Committee reserves the right to recommend a Proposer based upon the Proposer's written proposal, without further discussions. Should the Committee determine that further discussions would be in the best interest of the City, the Committee shall establish procedures and schedules for conducting discussions and will notify qualified Proposers. When in the best interest of the City, the Committee may permit qualified Proposers to revise their proposals by submitting a "best and final" Proposal.

**F. Schedule**

<b>Activity</b>	<b>Date</b>
Advertise RFP	2017
Distribute RFP	2017
Pre-Proposal Conference	2017
RFP Deadline	2017
Submit Recommendation to City Council	2017
Award Contract	2017
Start Date for Contractor	2017

**G. Other Matters**

**2. Changes in the RFP**

Any communication from the City to a Proposer will be transmitted simultaneously to all Proposers along with written questions submitted. Any Proposer who fails to recognize or utilize this process of communication will be notified of its violation of the process and may be disqualified from the RFP process. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax to all Proposers.

**2. Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreements or conversations shall be considered as unofficial information and in no way binding upon the City or the Contractor.

### **3. Receipt of Addenda**

The Proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal. Proposer shall also sign and return the cover page of each addendum to the Kingston City Manager via fax to acknowledge receipt.

### **4. Clarifications**

Proposers are notified to examine thoroughly the instructions, specifications and the service requirements as set forth in this RFP. If there is any doubt or uncertainty as to the meaning of the same, Proposers may ask for any explanation or clarification before submitting their Proposal. All requests for explanation or clarification must be presented to the City in written form.

**All inquiries related to this RFP shall be submitted in writing to:**

**City of Kingston  
Attn: David L. Bolling  
900 Waterford Place  
Kingston, TN 37763**

### **5. Reservation of Rights**

The City reserves and holds at its discretion the following rights and options;

- a. Issue addenda to the Request for Proposals, including extending or otherwise revising the timeline for submittals;
- b. Withdraw the Request for Proposals;
- c. Request clarification and/or additional information from the Proposer at any point in the procurement process;
- d. Execute a Contract or Contracts with one or more Proposers, on the sole basis of the original proposal or any additions to proposals submissions;
- e. Reject any or all Proposals, waive irregularities in any Proposal, accept or reject all or any part of any Proposal, waive any requirements of the Request for Proposals, as may be deemed to be in the best interest of the City; and
- f. Reissue the RFP or modify the RFP.

## **IV. Disposition of Proposals**

All materials submitted in response to this RFP will become the property of the City of Kingston. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the City of Kingston.

### **A. Disclosure**

Any trade secrets or proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure. However, the vendor must invoke the protection of this section prior to or upon submission of the data or other materials by identifying the specific area or scope of data or other materials to be protected and state the reasons protection is necessary. An all-inclusive statement that the entire proposal is proprietary is not acceptable. A statement that cost proposals are to be protected is not acceptable. There is no expressed or implied obligation for the City of Kingston to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

**ATTACHMENT 1**

<b>2017</b>	<b>Recycling Material</b>	<b>Tons</b>
	Household Cardboard	
	Aluminum Cans	
	Tin Cans	
	PET bottles	
	HPDE	
	Magazines	
	Newsprint	

<b>2018</b>	<b>Recycling Material</b>	<b>Tons</b>
	Household Cardboard	
	Aluminum Cans	
	Tin Cans	
	PET bottles	
	HPDE	
	Magazines	
	Newsprint	

<b>2019</b>	<b>Recycling Material</b>	<b>Tons</b>
	Household Cardboard	
	Aluminum Cans	
	Tin Cans	
	PET bottles	
	HPDE	
	Magazines	
	Newsprint	

**ATTACHMENT 2**

**CITY OF KINGSTON**

**CONTRACT FOR**

**COLLECTION, TRANSPORTING AND PROCESSING OF  
CURBSIDE RECYCLABLES**

**TABLE OF CONTENTS**

**SECTION 1. LIST OF DEFINITIONS. . . . . Pages 12-14**

**SECTION 2. TERM OF CONTRACT AND IMPLEMENTATION OF SERVICE . . . . . Page 15**

**SECTION 3. SCOPE OF SERVICES. . . . . Page 15**

**3.1 GENERAL OPERATING STANDARDS. . . . . Page 15**

        3.1.1 Collection Right. . . . . Page 15

        3.1.2 Supervision . . . . . Page 15

        3.1.3 Annexation . . . . . Page 15

        3.1.4 Company Name . . . . . Page 15

        3.1.5 Permits. . . . . Page 16

        3.1.6 Safeguarding Public Facilities. . . . . Page 16

        3.1.7 Illegal Weights. . . . . Page 16

        3.1.8 Option to Extend the Contract. . . . . Page 16

        3.1.9 Liability Insurance. . . . . Page 16

        3.1.10 Indemnification. . . . . Page 17

        3.1.11 Performance Bond. . . . . Page 17

        3.1.12 Liquidated Damages for Certain Types of Breach of Services . . . . . Page 17

        3.1.13 Dispute Resolution. . . . . Page 18

        3.1.14 Non-Assignability of Contract. . . . . Page 19

        3.1.15 Local Improvements. . . . . Page 19

        3.1.16 Contract Negotiations. . . . . Page 19

        3.1.17 Ownership of Materials. . . . . Page 19

        3.1.18 Additional Municipalities. . . . . Page 19

        3.1.19 Contractor to Make Examination. . . . . Page 19

**3.2 COLLECTION . . . . . Page 20**

        3.2.1 Collection Schedule. . . . . Page 20

        3.2.2 Holidays. . . . . Page 20

        3.2.3 Inclement Weather and Special Make-up Collections. . . . . Page 20

        3.2.4 Customer Cleanup. . . . . Page 20

        3.2.5 Loading. . . . . Page 21

        3.2.6 Special Residential Collection Services. . . . . Page 21

**3.3 EQUIPMENT AND FACILITIES. . . . . Page 21**

        3.3.1 Ownership of Equipment. . . . . Page 21

        3.3.2 Cleaning and Painting of Vehicles and Equipment. . . . . Page 21

        3.3.3 Contractor's Office. . . . . Page 22

**3.4 EMPLOYEES. . . . . Page 22**

**3.5 CONTRACTOR TO MAINTAIN ACCURATE RECORDS AND REPORTING REQUIREMENTS**

**3.6 SPECIAL PROVISIONS FOR COLLECTION OF MULTI-MATERIAL RECYCLABLES**

        3.6.1 Recycling Bins or Bags. . . . . Page 23

        3.6.2 Bin Ownership, Distribution and Replacement. . . . . Page 23

        3.6.3 Materials. . . . . Page 23

        3.6.4 Marketing. . . . . Page 23

        3.6.5 Materials Transport. . . . . Page 24

        3.6.6 Public Awareness and Education. . . . . Page 24

**3.7 MATERIALS WHERE NO MARKET EXISTS. . . . . Page 24**

**3.8 COMPENSATION . . . . . Page 24**

        3.8.1 Compensation for Services. . . . . Page 24



3.8.2 CPI Adjustment. . . . . Page 24  
3.8.3 Incentive for Increasing Recycling. . . . . Page 25  
**SECTION 4. TERMINATION. . . . . Page 25**  
4.1 Breach or Default. . . . . Page 25  
4.2 Insolvency of Contractor – Termination of Contract. . . . . Page 26  
4.3 Waiver . . . . . Page 26  
**SECTION 5. NOTICES . . . . . Page 26**  
**SECTION 6. LAW TO GOVERN. . . . . Page 26**  
**SECTION 7. AMENDMENT. . . . . Page 26**  
7.1 User Rate Changes. . . . . Page 26  
**SECTION 8. ENTIRETY . . . . . Page 26**  
**SECTION 9. SEVERABILITY. . . . . Page 26**

**EXHIBIT #1 - ROUTE MAP. . . . . Page 26**  
**ATTACHMENT 3 - NON-COLLUSION AFFIDAVIT . . . . . Page 29**

THIS CONTRACT is made and entered into by \_\_\_\_\_ (hereinafter called "Contractor") and the City of Kingston, a municipal corporation of the State of Tennessee, hereinafter called "City."

**SECTION 1. LIST OF DEFINITIONS**

Alley	A public or private way giving access to the rear of lots of buildings.
Apartment House	A building or portion thereof contains five (5) or more dwelling units.
City	The City of Kingston, Roane County, Tennessee.
Commercial/Industrial	Any Apartment House or Business Address generating Customer recyclables on an on-going basis.
Contractor	The one Contracting with the City to collect and market recyclables and/or yard waste materials.
County	Roane County, Tennessee
Curb or Curbside	On the homeowner's property, within (5) feet of the public street or alley without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the resident and convenient to the Contractor's equipment and approved by the City.
Eligible Household	A residence containing not more than four (4) dwelling units and receiving individual unit pickup services.
Hazardous Waste	Means and includes all dangerous and extremely hazardous waste, including substances composed of both radioactive and hazardous components (RCW 70.105.010).
Industrial Waste	Means and includes waste generated as a by-product of manufacturing operations usually consisting of large quantities of paper, cardboard, metal, plastics, scrap lumber and other materials incidental to and connected with the manufacturing process and not otherwise included in the definitions of "Hazardous" or "Special Wastes" herein above.
Mixed Paper	Includes the following: Magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging. (This does not include tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic was or foil.
Multiple-Family Unit	A residence containing five (5) or more dwelling units. Each dwelling within a multi-family unit will be charges as a "single-family unit" unless all of the containers ae placed in one location for pickup. In such case, they will be charged the multi-family recycling rate. Individual multi-family units must all be on single-family unit rate or the multi-family recycling rate.
Person	Every Person, firm, partnership, association, institution or corporation in the City accumulating recyclables. The term shall also mean the occupant and/or the owner of the premises for which service is rendered.

## SECTION 1. LIST OF DEFINITIONS (Continued)

P.E.T.	Means "Polyethylene Terephthalate." A recyclable plastic that includes beverage bottles (like 2-liter pop bottles), frozen food boil-in-bag pouches and microwave food trays. Plastic includes HDPE, LDPE and P.E.T. containers.
Recyclables	Newspaper, uncoated mixed paper, aluminum, glass and metal food and beverage containers and such other materials that the City and Contractor determine to be recyclable.
Recycling Bin	A Contractor provided container suitable for household collection, storage and curbside-set out of source-separated recyclables.
Recycling Container	A Contractor provided container suitable for on-site collection, storage and set-out of source-separated recyclables at multifamily and commercial locations.
Recycling Coordinator	A Coordinator for the City of Kingston, Roane County, Tennessee or the designated representative.
Residence	A building or portion thereof, containing not more than four (4) dwelling units.
Single-Family Unit	A residence containing not more than one (1) dwelling unit.
Source Separation	The separation of different kinds of solid waste at the place where the waste originates.
Special Waste	<ul style="list-style-type: none"><li>• Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings).</li><li>• Articles, equipment and clothing containing or contaminated with poly-chlorinated biphenyl's (PCBs). Examples ae: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCBs, etc.)</li><li>• "Empty" containers or waste from commercial products or chemicals. (This applies to a portable container which has been emptied but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. a container shall be determined "empty" according to the criteria specified at 40 C.F.R. 261.7).</li><li>• Asbestos containing waste from building demolition or cleaning. This applies to asbestos-bearing waste insulation materials such as wall-board, wall spray coverings, pipe insulation, etc.)</li><li>• Commercial products or chemicals: Out dated, Off-Specification, Contaminated or banned. (This includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use).</li></ul>

## SECTION 1. LIST OF DEFINITIONS (Continued)

- Residue and debris from cleanup or spills or releases of a single chemical substance or commercial product or a single waste that would otherwise qualify as a miscellaneous special waste.
- Medical or infectious by-product waste from a medical practitioner, hospital, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal-testing laboratory.
- Animal waste and parts from Slaughterhouses or rendering plants.
- Pumping from septic tanks used exclusively by dwelling units. (Single family homes, duplexes, apartment buildings, hotels or motels).
- Sludge from a public owned sewage treatment plant servicing primarily domestic users (i.e., with no substantial industrial or chemical influent).
- Grease trap wastes from restaurants, or cafeterias not located at industrial facilities.
- Wash water wastes from commercial car washes (Note: this does not include facilities used for washing the exterior of bulk chemical or waste tank trucks or for washing out the interior of any truck).
- Wash water wastes from commercial laundries or Laundromats.
- Chemical-containing equipment removed from service (Example: cathode ray tubes, batteries, florescent light tubes, etc.).
- Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.
- Closed cartridge filters from dry-cleaning establishments (such as filters being used to filter used dry-cleaning fluids or solids).

Street

A public or private way used for public travel.

White Goods

Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.

## **CONTRACT**

### **SECTION 2. TERM OF CONTRACT AND IMPLEMENTATION OF SERVICE**

- 2.1 The Contract shall commence on \_\_\_\_\_, 2017, and end on \_\_\_\_\_, 2018. During the said term, Contractor hereby agrees and covenants for the considerations stated herein, to provide recycling collection, transportation and processing for the City of Kingston, including all work incidental thereto, in accordance with the specific terms and for the consideration set forth in the following specific documents, all of which are specifically incorporated into this Contract and made a part hereof.
- 2.2 The City specifically reserves the right to enact general ordinances affecting all businesses in the City of Kingston which will affect the Contractor.

This Contract shall not take effect or be in force until the Contractor's performance bond is approved by the City Attorney and filed with the Kingston City Manager.

### **SECTION 3. SCOPE OF SERVICES**

#### **3.1 GENERAL OPERATING STANDARDS**

##### **3.1.1 Collection Right**

The Contractor has the right to collect and haul on the City streets all residential and multi-family, small business and school collected recyclables generated in the City. When asked by the Contractor, the City will use its best efforts to protect this right of the Contractor.

##### **3.1.2 Supervision**

The work embraced in these specifications and subsequent Contract(s) shall be under the supervision of the \_\_\_\_\_ or duly authorized representative.

##### **3.1.3 Annexation**

When additional areas are added to the City through annexation, and upon the City starting garbage and recycling services to said area the Contractor shall, upon (30) days written notice, make collections in such annexed areas in accordance with all provisions of these specifications and at the rates then in effect in the City. Contractor expressly waives its rights to claim any compensation at a rate higher than in effect within the City for annexed properties.

##### **3.1.4 Company Name**

The Contractor shall not use a firm name containing the words "City of Kingston" or any words implying municipal ownership.

### 3.1.5 Permits

The Contractor shall take out and pay for permits or license(s) required by the City and any other governmental authorities, which may be required under this Contract. If the Contractor does not obtain all required permits in a reasonable amount of time from notification by the City, as determined by the City, the City shall withhold payment to the Contractor until such permits are obtained.

### 3.1.6 Safeguarding Public Facilities

The Contractor shall be obligated to protect all public and private utilities whether located on public or private property. If such utilities are damaged by reason of the Contractor's operations, the Contractor shall repair or replace same, or failing to do so promptly as determined by the City, the City shall cause repairs or replacement to be made and the cost of doing so shall be billed to the Contractor, or alternatively the city may deduct such costs from the payment due the Contractor. The City shall not be liable for any damage to property or person cause by Contractor.

### 3.1.7 Illegal Weights

The Contractor shall not be required to haul detachable containers or drop boxes, or any loads that are filled to a weight which exceeds the legal weight limit for the trucks provided by the Contractor. The Contractor may, at its option, request the customer to remove the excess weight and charge the cost of removal to the customer. In the event a customer refuses to remove the excess weight or protests the Contractor's actions, the Contractor shall notify the City immediately and the City will attempt to negotiate a reasonable solution to the disagreement.

### 3.1.8 Option to Extend the Contract

Contractor agrees and covenants to continue the Curbside Collection Services beyond the termination date of the Contract, at the sole option of the City for two (2) additional periods. Each extension period shall be for three (3) years.

### 3.1.9 Liability Insurance

The Contractor shall provide and maintain in full force and effect during the entire term of the Contract or any renewal thereof a policy of Broad Form Comprehensive General Liability Insurance, naming the City, its officers, elected officials, employees and volunteers as Additional Insured's providing for limits of not less than one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. The Broad Form Comprehensive General Liability Insurance shall be on an occurrence form or basis.

The Contractor shall provide and maintain in full force and effect during the entire term of the Contract or any renewal thereof a policy of Commercial Auto Liability, naming the City, its officers, elected officials, employees and volunteers as Additional Insured's providing a minimum combined single limit for bodily injury and property damage of no less than one million dollars (\$1,000,000) per accident.

For both the Broad Form Comprehensive General Liability and the Commercial Auto Liability policies, an original certificate of insurance and an original Addition Insured endorsement naming the City, et al, as stated above, shall be filed with the City Manager before commencement of work and shall provide for forty-five (45) days prior written notice to the City of any material change, cancellations or lapse of such policy. A cancellation of Contractors' insurance without replacement, resulting in an uninsured period, is considered a material breach of Contract.

#### 3.1.10 Indemnification

The Contractor shall further indemnify and hold harmless the City, its officers, elected officials, employees and volunteers, from and against any and all loss, damage, actions, claims, suits, judgments and liability in connection with loss of life, personal injury and/or damage to property arising from or out of any negligent occurrence, conduct or operation of, or by Contractor in regards to this Contract. Contractor shall also pay all reasonable costs, expenses and Attorney fees that may be incurred or paid by the City, its officers, elected officials, employees, and volunteers, in enforcing any and all terms and covenants of the Contract out of any actions caused directly by the Contractor or any of its employees or agents.

#### 3.1.11 Performance Bond

Before the Contract between the Contractor and the City shall be valid or binding against the City, the Contractor shall furnish unto the City a proper performance bond to be approved by the City, conditioned that the Contractor shall faithfully perform all the provisions and terms of the Contract and related documents and pay all laborers, mechanics and subcontractors, and all persons who shall supply such Contractor with provisions and supplies for the carrying on of such work. The bond shall be signed by the Contractor and the Surety Company. Said bond shall at all times be kept in full force and effect during the term of the Contract and any renewal and extension thereof and shall be in the amount of one hundred thousand dollars (\$100,000).

#### 3.1.12 Liquidated Damages for Certain Types of Breach of Services

Because a breach of the services provided for within the Contract would cause serious and substantial damage to the City and its residents, and the nature of the Contract would render it impractical or extremely difficult to fix the actual damage sustained by the City by such breach, the Contractor shall agree that in case of breach of service the City may elect to collect liquidated damages for each such breach and the Contractor will pay to the City as liquidated damages and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the City will be damaged by breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Contract.

Failure to collect misses within twenty-four (24) hours of notification to Contractor:	\$25 each not to exceed 30 complaints per truck per day, or actual City collection costs, if greater.
Repetition of complaints on a route after notification including, but not limited to, not replacing recyclable containers in designated locations, spilling, not closing gates, crossing planted areas, or similar violations.	\$25 each not to exceed 30 complaints per truck per day.

Commencement of residential collection prior to 6 am or after 10 pm. Also applies in other areas within 300 feet each of residential sections.	\$100 per incident (each truck on route is a separate incident).
Failure to collect spillage consistent with the provisions of this Contract.	\$25 per incident
Collection from residential premises on other than the day specified without appropriate notice as specified in this Contract.	\$25 per structure, to a maximum of \$750 per truck per day
Failure to collect within (24) hours of notification of a missed collection. (This excludes collection days prevented by snow and ice, holiday rescheduling and construction.)	\$150 per block segment.
Collection of material set out for pick-up under different collection program, if clearly marked for different program or self-evident.	\$25 per incident, up to maximum of \$750 per truck per day.
Failure to deliver recyclable materials containers within seven (7) business days of notice.	\$10 per container, per day.
Misrepresentation by Contractor of records.	\$250 per incident report.
Failure to maintain clean and sanitary cleaning facilities and vehicles.	\$25 per vehicle and \$100 per visit.
Landfilling uncontaminated recyclables (without prior written notification to the City).	\$300 per ton with no maximum; minimum of \$300 per incident.

Fines may be levied if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract terms. For multiple or continuous violations not falling within the previous sections, the City may assess a fine of up to \$1,000 per day or per individual incident. Any fine may be appealed by the Contractor to the City governing body, whose decision in the matter will be final.

### 3.1.13 Dispute Resolution

To prevent all disputes or litigation, it is understood that all questions arising as to the proper performance and the amount of work to be paid for under this Contract shall be subject to the decision of the City governing body or its designee. Any disputes not resolved by the City governing body shall be resolved under the commercial arbitration rules of the American Arbitration Association (AAA).



#### 3.1.14 Non-Assignability of Contract

The Contract or any interest therein or part thereof, shall not be assigned, whether by operation of law or otherwise, nor shall any part thereof be subcontracted, without the written consent of the City first having been obtained.

#### 3.1.15 Local Improvements

The City reserves the right to construct any improvement, or to permit any such construction in any street or alley in such manner as the authorities may direct, which may have the effect of preventing the Contractor from traveling the accustomed route or routes for collection. The Contractor shall, however, by whatever method elected and approved by the City, continue to collect the recyclables as though no interference existed upon the streets or alleys formerly traversed. This shall be done without extra cost to the City.

#### 3.1.16 Contract Negotiations

The City shall retain the right to renegotiate the Contract or negotiate Contract amendments based on policy changes, state statutory changes or rule changes in county, state or federal regulations regarding issues, which materially modify the terms and conditions of the Contract and evaluate the effects of recycle commodity market prices not more frequently than once per year.

Either the City or the Contractor may request renegotiation of the Contract at any time after the first year, but no more frequently than once per year, based upon the volatility of recycle commodity market prices, changes in the quantity of recyclables collected that materially affect the net cost of the recycling collection program.

In addition, the Contractor agrees to negotiate fairly with the City in the event the City wishes to add additional services to the Contract.

#### 3.1.17 Ownership of Materials

Recyclable Materials shall pass to the Contractor when the materials are placed at the curbside by the customer for collection by the Contractor.

#### 3.1.18 Additional Municipalities

The City reserves the right to add other municipalities in Roane County to this contract. Municipalities may provide curbside recycling services to their community under this contract. Special Provisions and Compensation terms will be added by Supplemental Agreement to this contract for each municipality.

#### 3.1.19 Contractor to Make Examination

The Contractor shall make his own examination, investigation, and research regarding the proper method of doing the work, and all conditions affecting the work to be done, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that he has satisfied himself by his own investigation and research regarding all such conditions and that his conclusion to enter into the proposed Contract is based upon such investigation and research, and that he shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be in any respect erroneous.

## 3.2 COLLECTION

### 3.2.1 Collection Schedule

Regular curbside recyclables from residential dwellings (single family and multi-family), small businesses and schools to be picked up once each week. The Contractor may collect Recyclables following the City routes and schedules or the Contractor may propose alternative routes and schedules. The current route map is included as Exhibit #1. The Contractor may, at his discretion, modify route collections sequencing within the daily collection schedule. The City will make route maps available to the Contractor as required. Future route changes proposed by the City will be forwarded to the Contractor and allow a 15-day comment period by the Contractor. In the absence of comment, or by mutual agreement, the changes will take effect as scheduled by the City after the comment period. Collection may begin no earlier than 6 a.m. and terminate no later than 10 p.m., Monday through Friday, unless the City authorizes a temporary extension of hours.

This work does not include bulk recyclable collections from multi-family units, apartment houses, large commercial establishments and industries.

For any other unforeseen changes in the collection schedule, the Contractor will attempt to notify customers by mail of the revised collection schedule so that notification will arrive at least three (3) days in advance of normal pick-up, or if that is not possible, by newspaper, television, can tags, door hangers or any combination thereof.

### 3.2.2 Holidays

The contractor will follow the Holiday schedule that is observed by the City of Kingston.

### 3.2.3 Inclement Weather and Special Make-up Collections

When the City and the Contractor, by mutual consent determine that an inclement weather condition exists which may prevent the Contractor from making a regular collection, the Contractor shall make collection on a schedule directed by the City. Adequate provisions shall be made by the Contractor to provide special make-up collections when recyclables have not been collected during the regularly scheduled trip. Special pick-ups for missed collections shall be made by the Contractor when ordered by the City recycling coordinator or his/her designee at no cost to the City or the occupant. If the Contractor fails to provide a special pick-up within (24) hours of notification by the City, the City Public Works Director or his designee may cause the collection to be done by City Forces. The actual direct or indirect cost for each such pick-up shall be billed to the Contractor, or alternatively, the City may deduct such cost from the payment due the Contractor. To the extent that regular service schedules are interrupted by snow, ice and other weather conditions, an approved special collection schedule shall be developed and implemented as soon as conditions allow.

### 3.2.4 Customer Cleanup

Contractor shall notify City in cases of on-going excessive filling or spillage of waste by customers. The City shall notify said customers and make a reasonable effort to resolve the problem.

### 3.2.5 Loading

Extra care shall be taken in the loading and transportation of recyclables so that none of the material to be collected is left either on private property or on the public right-of-way.

The Contractor shall be responsible for the cleaning of all debris, spilled or tracked on any street, alley private property, or public place by any of their employees or equipment. If the Contractor fails to clean the same within two hours after notice is served by the city or by the customer, the City may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from the payment due the Contractor. All collection vehicles operated by the Contractor in the City shall carry equipment such as a broom and shovel for the purpose of cleaning up spills.

### 3.2.6 Special Residential Collection Services

Special pick-up services will be provided, as requested by the City, to those households where there are handicapped or elderly people who cannot move their recycling bins to the curb. Households, which are geographically located so as to make moving containers to the curb an unreasonable physical hardship, must apply to the City for the special collection services and submit documentation to justify their application. Households which qualify for this service will be determined by the City, based on submitted documentation.

## 3.3 EQUIPMENT AND FACILITIES

### 3.3.1 Ownership of Equipment

All vehicles, facilities, equipment and property to be used in the performance of this Contract shall be wholly owned by the contractor; provided, that leasing or rental agreements may be allowed when approved by the City recycling director or his designee prior to their execution. All such leasing or rental agreements shall provide that in the event of default of this Contract or of such leasing or rental agreement, the City may, at its option, have the right to take possession of and operate such vehicles and equipment covered by such leasing or rental agreements for the unexpired term of this Contract. Any conditional sales, contract, mortgage or other Contractual arrangement for financing the purchase of equipment to be utilized under the terms of this Contract shall provide that, in the event of default or any term of provision in the Contract or conditional sales agreement, mortgage or other Contractual arrangement, that the right to possession and use of such vehicle equipment and facilities may be taken by the City for the unexpired term of this Contract.

### 3.3.2 Cleaning and Painting of Vehicles and Equipment

Contractor collection vehicles shall be painted and numbered and shall have the Contractor's name, telephone number and the number of the vehicle painted or affixed by decals in letters of contrasting color, at least four (4) inches high, on each side of each vehicle, and the number painted or affixed by decals on the rear. No advertising shall be permitted other than the name of the Contractor except promotional advertisement of the recycling program. Repainting of all vehicles shall be done within thirty (30) days after written notification by the City. All vehicles shall be kept in a clean and sanitary condition.

All recycling bins furnished by the Contractor shall display the Contractor's name and telephone number. A mutually agreeable location for recycling bins shall be determined by customer and Contractor, except that the City may designate such location at the time of site development approval. The Contractor shall return recycling bins to such locations.

All vehicles including transportation only vehicles shall be kept in good repair without visible body or paint damage or deterioration. The Contractor shall correct the deficiency within (30) days of written notice from the City.

### 3.3.3 Contractor's Office

The Contractor shall be required to maintain an office at a location agreed upon by the Contractor and the City Manager or his designee. The office shall be equipped with telephones, radios and such personnel as may be necessary to take care of complaints, orders for special service, or to receive instruction. This office shall be staffed during the normal working hours of the City unless otherwise scheduled and approved by the City due to special circumstances. Voice mail, Administrators or other unstaffed communication devices or systems are not permitted except outside of scheduled working hours. Responsible management or supervisory personnel shall be accessible at or through the office to ensure Contractual performance.

## 3.4 EMPLOYEES

All employees shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain employees of the number and skill required constitute a default of the Contract.

Whenever the Contractor's designated representative is not available, pick-up orders may be given by the City Manager or his designee to the Contractor's representative, as indicated by the Contractor. The Contractor will provide the names and home telephone numbers of three individuals who may be contacted in the absence of the Contractor's representative.

The Contractor shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible.

Employees, in collecting recyclables shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty containers. Employees shall not trespass or loiter, cross property to adjoining premises, or meddle with property which does not concern them.

The employees shall also tightly close all gates opened by them. All employees shall wear clean apparel.

If any person employed to perform collection work by the Contractor is, in the opinion of said City, incompetent, disorderly or otherwise unsatisfactory, the City will document the unsatisfactory conduct in writing and transmit same to the Contractor within six (6) working days of the incident with a demand that such unsatisfactory action be corrected. If the unsatisfactory action is repeated, the City may demand that the person be removed for all performance of additional work under this Contract. Any such demand must be made in writing within six (6) working days of the misconduct on which it is based.

### 3.5 CONTRACTOR TO MAINTAIN ACCURATE RECORDS AND REPORTING REQUIREMENTS

Contractor agrees and covenants to keep accurate and complete records to verify charges to the City and sufficient information to verify contract compliance. The Contractor will allow the City, or its authorized representative or agent, reasonable and adequate access to any and all of said records, data, and/or accounts. The Contractor shall furnish the City, upon its request, accurate copies or duplicates or other records without charge.

### 3.6 SPECIAL PROVISIONS FOR COLLECTION OF MULTI-MATERIAL RECYCLABLES

#### 3.6.1 Recycling Bins or Bags

The Contractor shall provide recycling bins or bags. All bins shall be in a readily identifiable color and will have stickers with the type of material to be held in each bin. The plastic materials used in the recycling bins shall be durable; ultraviolet light stabilized and manufactured using recycled plastic where possible. Bins must be approved by the City. Bags, if used shall be in a readily identifiable color.

#### 3.6.2 Bin Ownership, Distribution and Replacement

The Contractor shall provide procurement and distribution services for all recycling bins to all eligible households in the service area. The bins shall be provided throughout the term of the Contract to all new eligible households and on a replacement basis, within seven days to existing households.

As part of the Contractor's distribution services, the Contractor shall use all reasonable efforts to minimize bin loss. The Contractor shall own the bins. At the end of the Contract term, all bins, both distributed and undistributed, shall be the property of the Contractor. Replacement of the bins shall be made on the following basis.

- Replacement necessitated by bin damage due to Contractor negligence shall be made at the Contractor's expense.
- Replacement necessitated by bin damage due to customer negligence shall be at the customer's expense. The Contractor shall be responsible for conflict resolution and collection of monetary damages.

The City may make exceptions to these conditions and approve any replacements to be at the City's expense.

#### 3.6.3 Materials

The Company shall initially provide the collection of the following household separated materials: 1) Mixed Paper; 2) Plastics (HDPE, P.E.T.); 3) Aluminum Cans and 4) Tin Cans. The Contractor shall also collect other materials that the City and Contractor determine to be recyclable based on a negotiated price between the City and the Contractor for the additional service.

#### 3.6.4 Marketing

The Contractor shall be responsible for the marketing and sale of recyclable materials collected from residential households, multifamily units, and small businesses and schools and shall receive all applicable proceeds or expenses there from.

### 3.6.5 Materials Transport

The Contractor shall transport all collected and reasonably uncontaminated recyclable materials to market. The Contractor shall not under any circumstance, be allowed to dispose of reasonably uncontaminated collected recyclable materials by landfilling. If the City determines that the Contractor has landfilled collected recyclable materials, appropriate liquidated damages will be assessed as specified in this Contract.

### 3.6.6 Public Awareness and Education

The Contractor shall provide formal public awareness and education services: 1) as desired by the Contractor and at the Contractor's cost, as approved by the City, or 2) to assist and supplement the City's efforts on an as-requested basis which is anticipated to include: a) a requirement that all personnel in potential contact with customers be knowledgeable about the program and be able to answer questions from the general public; b) the distribution of brochures by Contractor concurrent with distribution of containers, and c) promotional meetings.

## 3.7 MATERIALS WHERE NO MARKET EXISTS

The Contractor shall notify the City in writing prior to landfilling of any materials collected. The Contractor shall provide the City with actual weights of material sent to the landfill on a monthly basis.

## 3.8 COMPENSATION

### 3.8.1 Compensation for Services

For and in consideration of the services to be performed by Contractor pursuant to this Contract, City agrees to make payments to Contractor as follows:

City shall pay \$ \_\_\_\_\_ per ton of recyclables collected.

Within four (4) working days after the first of the month, Contractor shall submit itemized invoices to the City of Kingston for services rendered, for prior month's services. Invoices shall contain certified weigh scale tickets clearly showing the weight of recyclables collected in Kingston.

After submittal of such invoices by the 4th working day of the month, the City shall, on or about the 30th day of that month, deliver to the Contractor payments of an amount equal to such invoices, adjustments and/or claims, and less any sums that have been deducted as provided in this Contract.

### 3.8.2 CPI Adjustment

The rates and charges for Recycling collection shall be amended annually on July 1st of each year. The rates shall be increased or decreased at the rate of 80 percent of the percentage point change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the \_\_\_\_\_ area, as prepared by the United States Department of Labor, Bureau of Labor Statistics for the twelve months of the previous calendar year. This clause will become effective on \_\_\_\_\_, 2017 and every year thereafter during the life of this contract.

The contractor will provide written notice to the City of any request for an adjustment of its rates and charges allowed under this Contract six months prior to the effective date of the requested adjustment. If the City lacks sufficient funds in its garbage and

recycling revenue account necessary to compensate the contractor for a requested and approved adjustment to rates and charges; and if the City is, for any reason beyond its control, unable to generate funds not previously committed in its budget necessary to compensate the contractor, the City shall notify the Contractor immediately following said six month notice and the Contractor shall have ninety (90) days following such notice to terminate any or all of this Contract; provided, however, that if such a situation occurs, the parties may negotiate in good faith to amend this Contract in any manner to address the funding deficiency.

Future requests for rate increases may be made not more frequently than once per year and shall be considered by the City governing body based on increased costs incurred by the Contractor. All rate increases shall be subject to approval by the City Council.

### 3.8.3 Incentive for Increasing Recycling

The City will provide a 1% increase in price paid per ton of recyclable materials for every additional 1% increase in recyclables removed from the waste stream over and above the previous year's recycling rate.

The rate of \_\_\_\_\_% will serve as the baseline recycling percentage for this contract. Annual recycling rates that drop below the \_\_\_\_\_% baseline and then increase the following year will not qualify for the incentive until the rate increases to a rate greater than \_\_\_\_\_%

Examples:

- If the recycling rate dropped in the first year of the contract to 10%, and then increased in the following year to \_\_\_\_\_%, the Contractor would not be eligible for the incentive award.
- If the recycling rate dropped in the first year of the contract to 10%, and then increased to \_\_\_\_\_% in the second year, the incentive paid to the Contractor would be for a 1% increase in recycling rate (1% over the \_\_\_\_\_% baseline rate).
- If a Contractor was able to increase the recycling rate by 5% of a 10,000 ton per year waste stream (increased recycling by 500 tons), and the unit price had been \$130 per ton, the Contractor would receive  $0.01 \times \$130 \text{ per ton} \times 500 \text{ tons} = \$650$  as an annual incentive award for increasing the recycling rate.

The City will calculate the total waste stream annually in March for the previous 12-month contract year. The total waste stream will include residential, small businesses and schools recycling tonnages.

## SECTION 4. TERMINATION

### 4.1 Breach or Default

The City reserves the right to cancel or terminate this Contract at any time in case Contractor fails or neglects to perform or adhere to any provisions, terms or regulations of this Contract or fails to abide by any of the conditions or covenants here in contained. Time is of the essence in the performance of this Contract. If this Contract results in litigation between the parties, the prevailing party shall be entitled to judgment for court costs and reasonable attorney fees.

#### 4.2 Insolvency of Contractor – Termination of Contract

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Contract by Contractor and shall, at the option of the City, terminate this Contract.

#### 4.3 Waiver

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce and provision hereof operate as a waiver of such provision or of any other provision.

### **SECTION 5. NOTICES**

All notices required or contemplated by this Contract shall be personally served or mailed (postage pre-paid and return receipt requested), addressed to the parties as follows:\

To City: David L. Bolling

To Contractor: \_\_\_\_\_

Or to such other address as the parties may designate in writing.

### **SECTION 6. LAW TO GOVERN**

This Contract is entered into and is to be performed in the State of Tennessee, Kingston and Contractor agrees that the law of the State of Tennessee shall govern the rights, obligation, duties, and liabilities of the parties of this Contract and shall govern the interpretation of this contract.

### **SECTION 7. AMENDMENT**

#### 7.1 User Rate Changes

The City reserves the right to amend, change and modify its recyclable rates charged to users from time to time, and to make such adjustments as it may deem necessary in such rates. The payments due the Contractor, however, are not intended to correspond to the rates charged to users.

Except as specified above, this Contract may be modified or amended only by a written Contract duly executed hereto by authorized representatives of the Contractor and the City.

### **SECTION 8. ENTIRETY**

This Contract and the Exhibits attached hereto contain the entire Contract between the parties as to the matters contained herein. Any oral representation or modifications concerning this Contract shall be of no-force and effect.

### **SECTION 9. SEVERABILITY**

Any provision or part thereof of this Contract held to be unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provisions, or part thereof, with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.



IN WITNESS THEREOF, the parties have executed this Contract as of the day and year set forth above.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

CITY OF KINGSTON, TN

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**EXHIBIT #1**

**ROUTE MAP**

**ATTACHMENT 3  
NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER  
AND SUBMITTED WITH PROPOSAL**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and say that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposal has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing, that the proposer has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signed: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

(SEAL)

# Memorandum

To: Mayor and City Council

From: City Manager David L. Bolling

Date: 12/28/2016

Re: Workshop Agenda Item #10: Discussion of Purchase of Truck for Police Department with Military Surplus Sale Proceeds

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Attached is a memo from Chief Washam, requesting permission to purchase a new truck for his use.

As he outlines, and as you know, he wears multiple hats. As Chief of Police, Animal Control Officer and Codes Enforcement Officer, he's often doing tasks from each during the course of a day. The ability to work out of one vehicle certainly makes sense from an efficiency standpoint and, as he points out, the purchase of this truck would enable him to hand down his Explorer and ultimately roll the oldest Crown Vic they have out of the fleet.

Over the last year or so, we've sold a considerable amount of our military equipment that was previously acquired (it was all acquired at no cost to the City but the vast majority of it were things we really had no use for). We were "using" various pieces of this equipment in other departments but were audited and told by the military that the equipment was specifically for law enforcement use only. Because the Police Department has no need for big troop carriers, heavy equipment, mobile kitchens, etc., we requested, and were granted approval, to sell the equipment. Although it was technically still military property, the Police Department was able to retain 100% of the proceeds for their use. The only things we weren't given permission to sell were the Hummers, and we are planning on passing most of those on to other departments soon.

The funds from the sale of this equipment will completely cover the cost of this truck, those funds can only be used within the Police Department (have to be held in a separate fund and can't even be put in the General Fund) and the need for the truck is justified. While I absolutely endorse the purchase of this truck, it is above by purchasing authority. Therefore we are submitting this for your consideration.

Company Name

# Memo

**To:** City Manager David Bolling  
**From:** Police Chief Jim Washam  
**cc:** Name  
**Date:** 12-27-16  
**Re:** Purchase of a 2017 Ford F150

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I am requesting the permission to purchase a 2017 F150 4x4 crew cab pickup truck for my use as police chief, animal control and codes enforcement officer for the city of Kingston. This purchase will be at no cost to tax payers. The method of payment will be from military surplus sales. At the time of the January workshop on the 3<sup>rd</sup> the total in the military surplus line item will be approximately \$30,995.99. The quote attached is from Jerry Duncan for in Harriman for \$28,600.00 which is under state bid.

With the purchase of this vehicle it will allow me to do all three of my jobs more efficiently. I can put all the gear needed for my jobs in one vehicle which also cut down response times to calls. Some days I have had to go back and forth from vehicle to vehicle as many as six times a day. Also with the purchase of a truck I will pass my police SUV down to my Assistant Chief Caleb Strayer and the current animal control truck to my Criminal Investigator Keith Kile. Their current vehicles will also be passed down within the police department and that will allow the police fleet to be in great condition with only one Crown Victoria remaining on the road and another Crown Victoria as a pool car. Without something happening out of my control this purchase would allow my fleet to remain in good condition until the 2020 budget.

**THIS PURCHASE WILL BE FROM MILITARY SURPLUS SALES AND NO TAX PAYER MONEY WILL BE USED!**

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Dealer: F21747

2017 F-150

Page: 1 of 2

Order No: 2525 Priority: A4 Ord FIN: QM021 Order Type: 5B Price Level: 745

Ord PEP: 101A Cust/Fit Name: KINGSTON PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W1E	F150 4X4 CREW	\$38325	\$36409.00	FRT LICENSE BKT	NC	NC
	157" WHEELBASE			SELECTSHIFT		
G1	SHADOW BLACK			413 SKID PLATES	160	148.00
S	CLTH NO CONSOLE	NC	NC	SYNC		
G	MED EARTH GRAY			53B CLASS IV HITCH	95	88.00
101A	EQUIP GRP	2255	2075.00	56M FLEET INCENTIVE	NC	(3000.00)
	.XL SERIES					
	.POWER EQUIP GRP			TOTAL BASE AND OPTIONS	43955	36350.28
	.CRUISE CONTROL			XL MID DISCOUNT	(750)	(691.00)
99F	5.0L V8 FFV ENG	NC	NC	XL DISCT CHRМ OR SPORT	(500)	(460.00)
446	ELEC 6-SPD AUTO			TOTAL	42705	35199.28
	.265/70R-17			<b>*THIS IS NOT AN INVOICE*</b>		
X27	3.31 REG AXLE	NC	NC			
	7050# GVWR			* MORE ORDER INFO NEXT PAGE *		
	FLEET ADV CRED	NC	(690.00)	F8=Next		

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
 F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC05625

28,500

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Dealer: F21747

2017 F-150

Page: 2 of 2

Order No: 2525 Priority: A4 Ord FIN: QM021 Order Type: 5B Price Level: 745

Ord PEP: 101A Cust/Flt Name: KINGSTON PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
AM/FM CD					
63T TAILGATE STEP	375	345.00	TOTAL BASE AND OPTIONS	43955	36350.28
23 GAL TANK			XL MID DISCOUNT	(750)	(691.00)
66S SSV PKG	50	47.00	XL DISCT CHRМ OR SPORT	(500)	(460.00)
76C REARVIEW CAMERA	250	231.00	TOTAL	42705	35199.28
76R REV SENSING SYS	275	253.00	<b>*THIS IS NOT AN INVOICE*</b>		
861 XL SPORT PKG	775	713.00			
.FOG LAMPS					
.17" SILVER ALUM					
91V 110V/400W	200	184.00			
FLEX FUEL					
SP DLR ACCT ADJ		(1663.00)			
FUEL CHARGE		8.28			
B4A NET INV FLT OPT	NC	7.00			
DEST AND DELIV	1195	1195.00			

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05625

# Memorandum

To: Mayor and City Council

From: City Manager David L. Bolling

Date: 12/28/2016

Re: Workshop Agenda Item #12: Discussion of Items not on Agenda

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Just for clarification, I've added this to the workshop agenda and thought it might be helpful to have a set point for you to bring up items not on the agenda. We usually do this informally, so I thought I'd go ahead and put it on the agenda.