

**RESOLUTION 09-08**

**A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO A CONTRACTUAL RELATIONSHIP  
WITH MAURY COUNTY FOR  
A RECYCLING CENTER**

**WHEREAS**, the City has been contacted by Maury County, Tennessee for the purpose of locating a temporary recycling center in Spring Hill, Tennessee located at Food Lion Shopping Center at Highway 31 and Stephen P. Yokich Parkway.

**WHEREAS**, it is in the best interests of the citizens of Spring Hill to develop a recycling center for the deposit of aluminum and plastic products for recycling; and

**WHEREAS**, the Board of Mayor and Aldermen has authorized, by the passage of this Resolution, the Mayor to enter into an agreement with Maury County for the development of a recycling center in Spring Hill at a not to exceed cost of \$1,350.00.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill that the Mayor be authorized to sign a contract, approved by the City Attorney, for the establishment of a county owned and maintained recycling center in Spring Hill, Tennessee.

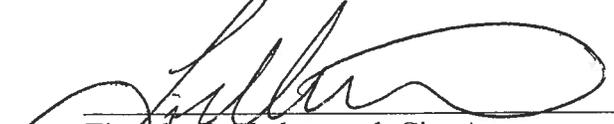
Passed and adopted this 17<sup>th</sup> day of February, 2009

  
\_\_\_\_\_  
Danny M. Leverette, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Timothy P. Underwood, City Attorney

## RECYCLING CENTER COST BENEFIT

Currently The City of Spring Hill has a 3 year contract with Waste Management Corporation for the pick up and disposal of residential garbage and trash. This contract will expire August 1, 2008. As of August 1, 2008, there were 4,812 households. During this period of October through December, 2008, Waste Management picked up and disposed of 4,812,000 pounds (2,406 tons) of garbage and trash in Spring Hill. The annual quantity of garbage and trash picked up per household (23,452) listed on The City of Spring Hill's website and normalizing the last quarter figures (3,076) calculates to 820 pounds/person.

During the 2007/2008 fiscal year, the Murray County Solid Waste Department took 4,587,810 pounds (2293.65 ton) of recyclable materials collected by residents. The annual quantity of recyclable materials sold/person utilizing Murray County, a north portion of Spring Hill, takes population figures (611,000) calculates to approximately 67.4 pounds/person.

If Spring Hill's Recycling center can match Murray County's last fiscal year performance, i.e., 67.4 pounds/person, a calculated total of 1,581,338 pounds (790.7 tons/year) of recycled material would be collected in Spring Hill.

Since both disposal and pick up costs are integrated in the fee charged by Waste Management, it is difficult to determine the cost of disposal only. However, it is assumed that collecting and disposal cost approximately \$30/ton based on similar municipal costs in Murray County and Waste Management estimates. It is also assumed that the cost to pick up 820 pounds/person will be a large difference from picking up 820 tons 67.4 pounds/person/year.

**However, not having to dispose of 780.7 tons of trash should have a financial benefit of \$23,721/year to The City of Spring Hill.**

A survey conducted by the Northeastern states such as New York, New Jersey, New Hampshire, and Eastern Pennsylvania are currently paying \$75 to \$90/ton for disposal of city trash. There has not been a new landfill permitted in Tennessee in the last 12 years, and there is not a permit application currently being made. The permit application process takes approximately 2-3 years. If Tennessee runs out of landfill space, these current Northeastern states benefit costs will be cheap. Recycling is the answer.

STATE OF TENNESSEE  
DAVIDSON COUNTY

**RECYCLE AGREEMENT**

THIS RECYCLE AGREEMENT is entered this 16th day of January, 2009, by and between SELL FAMILY PARTNERS, its successor and assigns (hereinafter referred to as the "Owner"), and MAURY COUNTY, its successors and assigns (hereinafter referred to as "County")

1. **GRANT OF RIGHTS.** For and in consideration of the covenants and agreements to be kept and performed by the parties hereto, Owner hereby grants to County the right to use the premises described in Exhibit A attached hereto and made a part hereof (the "Space"), to be used by County for the installation, maintenance and operation of a Recycle center (hereinafter referred to as the "RECYCLE CONTAINERS") and for no other purpose whatsoever. The Space is part of the Sell Family, Spring Hill Shopping Center (the "Facility").

2. **TERM.** The rights granted to County hereunder shall commence on the first day of \_\_\_\_\_, and end on the last day of \_\_\_\_\_ (the "Primary Term"), upon the terms, conditions and covenants set forth herein.

3. **REGULATORY APPROVAL.** It is understood and agreed that County must obtain approval of the appropriate regulatory agencies for the establishment and operation of a recycle facility in the Space. In the event, after diligent effort, County is unable to secure said approval, County shall notify Owner and this Agreement shall automatically terminate, and both parties shall be relieved of all liability hereunder.

4. **RENTAL AND PAYMENT DATES.** For each year of the Primary Term, County agrees to pay to Owner as rent for the Space, the amount, and on the dates, described on Exhibit B attached hereto and made a part hereof.

5. **RENEWAL TERMS.** County shall have the right and option to extend this Agreement for one (1) renewal term of one (1) year each under the same terms and conditions contained herein. If County desires to renew this Agreement, County shall use its best efforts to notify Owner in writing of its desire to renew at least thirty (30) days prior to the expiration of the Primary Term or the then current renewal term; provided, however, the failure to notify shall not be deemed a failure to renew.

6. **INSTALLATION OF RECYCLE CONTAINERS; RELOCATION.** Recycle Containers have been approved as areas on Exhibit C attached hereto and may be re-designated singly (30) degrees one way in the future if County so prefers. County may not place any containers outside of the approved seventy foot (70') by eighty foot (80') per approved area. Any damage to the pavement or curbing from the installation of the containers will be repaired by County within thirty (30) days notice from Lessor.

7. CASUALTY. This Agreement shall terminate in the event the Space or the Facility is substantially destroyed by fire or other casualty, as determined by County in its sole but reasonable discretion. In the event the Facility is only partially destroyed by fire or other casualty, County shall have the right to terminate this Agreement if the use of the RECYCLE CONTAINERS by County's customers is adversely affected by the casualty, as determined in County's sole and absolute discretion. If this Agreement is not terminated as provided for herein, the obligation to pay rental shall be suspended during the period of reconstruction and repair.

8. COVENANTS OF OWNER. Throughout the term of this Agreement, Owner agrees that Owner shall

- (a) maintain normal business hours for the Facility on the days and with the hours as set forth on Exhibit C, and
- (b) promptly notify County in writing of
  - (i) a proposed change in the days and/or hours of operation of the Facility;
  - (ii) criminal activity in or about the Facility, whether or not affecting the RECYCLE CONTAINERS, and
  - (iii) proposed renovations and/or repairs to the Facility.

9. SURRENDER OF SPACE. County agrees, upon the expiration or termination of this Agreement, to tender the Space to Owner in its original state or in an altered state which is acceptable and approved in writing by Owner, less by ordinary wear and tear to the Space on the part of County, its agents, servants or employees excepted.

10. RECYCLE CONTAINERS REMAINS PERSONAL PROPERTY. From and after the date of its installation in the Space, the RECYCLE CONTAINERS shall, for all purposes, continue to be the personal property of County, or, if the RECYCLE CONTAINERS is leased, of the vendor from whom County leases the same, and the RECYCLE CONTAINERS shall not at any time or for any purpose be considered a fixture or otherwise a part of the improvements or the real estate upon which the Space is located.

11. ACCESS. Owner shall allow access to the RECYCLE CONTAINERS across and through the Facility by customers of County and by County's employees, agents and contractors.

12. JANITORIAL SERVICES / MAINTENANCE OF PROPERTY. Owner shall be responsible for providing janitorial services in and around the Space and in front of the RECYCLE CONTAINERS as necessary to keep the appearance of such area in a neat, orderly and safe condition. If trash or debris becomes excessive in Owner's sole discretion lease may be cancelled upon a thirty (30) day notice to the County. Any damage to pavement or curbing from trucks loading or unloading containers shall be repaired by County within thirty (30) days of written notice from Owner.

13. ELECTRICAL COSTS AND USAGE. ~~Owner agrees to pay all electrical utility bills incurred in connection with the operation of County's RECYCLE CONTAINERS and the necessary security lighting of the Space. County shall have sole use of a dedicated power circuit for the operation of the RECYCLE CONTAINERS, and Owner shall not use, and shall not permit the use of, said circuit by any one other than County.~~

14. ALARM SYSTEMS. ~~County shall provide, at its own expense, an alarm system for the RECYCLE CONTAINERS.~~

15. NOTICE. County and Owner agree that whenever written notice is required, it shall be placed in certified mail, postage prepaid, return receipt requested as follows:

Owner	Sell Family Partners CO Turner & Associates Realty, Inc. P O Box 150325 Nashville, TN 37215 Attn: Mome Turner Telephone: (615) 323-7878 Facsimile: (615) 323-9878
County	Mary County Jim Bulley County Mayor 41 Public Square Columbia, TN 38401

16. INDEMNIFICATION. County agrees that Owner is totally relieved and released from any liability resulting from the installation or maintenance of the RECYCLE CONTAINERS. County shall indemnify and hold Owner harmless from and against any and all claims, demands, losses, liabilities, costs or expenses whatsoever (including, but not limited to, all reasonable attorneys' fees) which arise solely from the gross negligence of County. County shall name Sell Family Partners as additional insured on liability policy with coverage of combined limits no less than two million dollars (\$2,000,000.00).

17. EARLY TERMINATION RIGHTS. Notwithstanding anything to the contrary contained herein, County shall have the right to terminate this Agreement upon the occurrence of any of the following events:

- If the number of customer transactions at the RECYCLE CONTAINERS does not achieve, or fails to maintain, the level deemed necessary by County in its sole discretion; or
- If any law, laws, charges or other monetary obligations or restrictions are imposed on County, the RECYCLE CONTAINERS or its use, and such obligations or restrictions make the continued use of the RECYCLE CONTAINERS not



IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by their respective duly authorized representatives and officers on the date first written above.

(Owner) Sell Family Partners

By \_\_\_\_\_  
Its \_\_\_\_\_

MAURY COUNTY  
(County)

By \_\_\_\_\_  
Its \_\_\_\_\_

EXHIBIT A

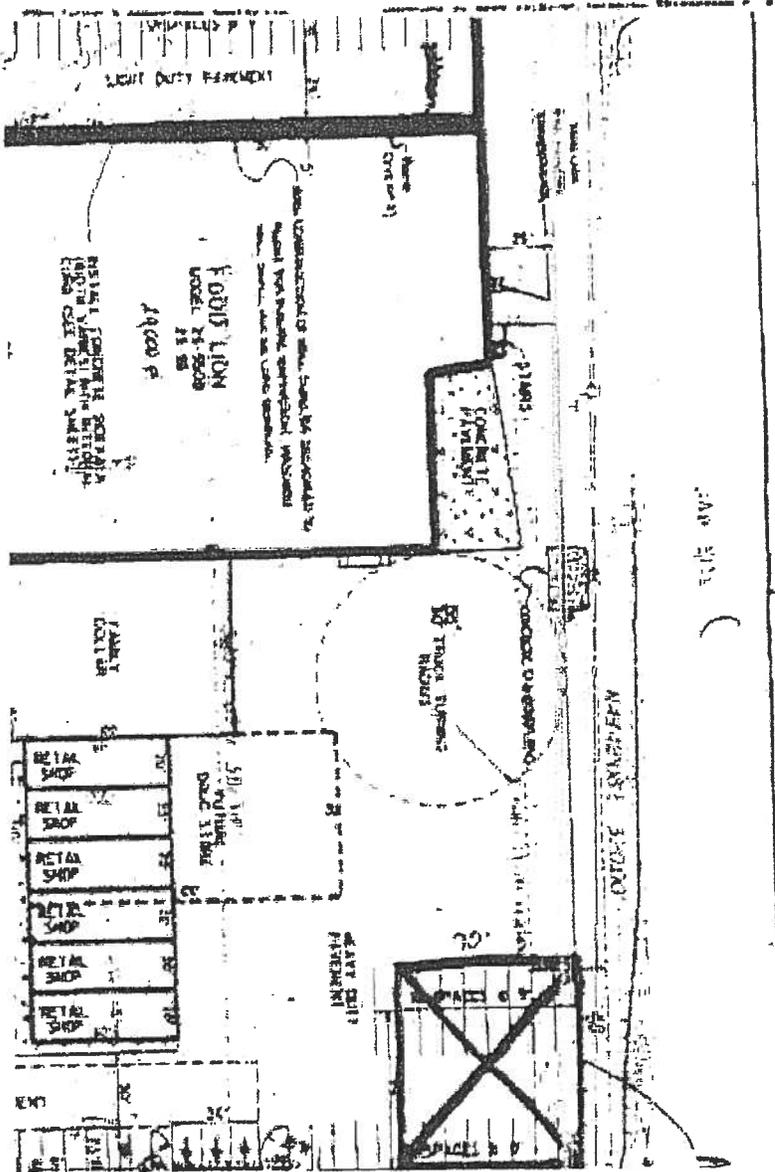
[Description of Space]

DETAILED PLAN

9005751000

COUNTY MAJOR

PAGE



**EXHIBIT B**

Rental Amount:

Per year \$2,700.00

Per month \$225.00

Payment Dates: By the 15th day of the month.

EXHIBIT C

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COUNTY MAJOR

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