

RESOLUTION 25-211

**A RESOLUTION APPROVING AMENDMENT TO WASTE MANAGEMENT CONTRACT
AND TIPPER RELEASE OF LIABILITY**

WHEREAS, the City of Spring Hill's Water Reclamation Facility contracts with Waste Management for disposal and hauling of sludge to the Cedar Ridge Landfill; and

WHEREAS, the City of Spring Hill presented Resolutions 24-160 and 25-09 for the purchase of an International truck and four (4) trailers, which will allow the City to begin hauling sludge to the landfill without relying on contracted services.; and

WHEREAS, to accommodate this change in hauling/transportation, Waste Management has provided an amended Exhibit A which removes the transportation haul fees from the current contract exhibit A and itemizes a \$75.00 tipping fee that is applicable to each load; and

WHEREAS, located at the Waste Management Cedar Ridge Landfill, Mr. Built's Inc. (MBI) owns a piece of equipment called a "tipper," which is used to lift trailers for dumping. Mr. Built's Inc. (MBI) contracts directly with Waste Management for the use of this equipment, and the City will be required to utilize the tipper for each load. To comply with these requirements, Mr. Built's Inc. (MBI) requires completion of the Tipper Release Form; and

WHEREAS, this change in hauling will provide expected annual cost savings of \$275,000; and

WHEREAS, City staff recommends approval the amended Waste Management contract Exhibit A and the approval of Mr. Built's Inc. Tipper Release Form; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman approve the amendment of the Waste Management Exhibit A and the Mr. Built's Inc. Tipper Release Form and authorize the Mayor to execute both.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of September 2025.



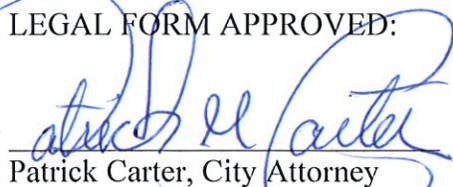
Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 25-211
SUBMITTED BY: Ryan LaMunyon, AGM-Reclamation
DATE: September 2, 2025
RE: Approval of amendment to Waste Management Contract and Mr. Built's Inc. (MBI) Tipper Release of Liability
ATTACHMENTS: Exhibit A; Exhibit B

PURPOSE:

The purpose of this resolution is to approve both the amendment of Waste Management contract Exhibit A and the approval of the Mr. Built's Inc. Tipper Release Form.

BACKGROUND:

The City of Spring Hill contracts with Waste Management for the disposal and hauling/transportation of sludge produced by the Water Reclamation Facility (WRF). The hauling services are performed by Mr. Built's Inc. (MBI), who is contracted separately through Waste management

Resolutions 24-160 and 25-09 were approved for the purchase of an International truck and four (4) trailers, which would allow the City to haul sludge to the landfill without relying on contracted services. To accommodate this change, Waste Management has provided an amended exhibit A that removes related transportation fees and adds a tipping/disposal fee which is currently collected in the current contract exhibit A.

At the Waste Management Cedar Ridge Landfill, Mr. Built's Inc. (MBI) owns a piece of equipment called a "tipper," which is used to lift trailers for dumping. Mr. Built's Inc. (MBI) contracts directly with Waste Management for the use of this equipment, and the City will be required to utilize the tipper for each load. To comply with these requirements, Mr. Built's Inc. (MBI) requires completion of the Mr. Built's Inc. Tipper Release Form and insurance to be completed.

FINANCIAL IMPACT:

The change in hauling will provide an approximate annual cost savings of \$275,000.



STAFF RECOMMENDATION:

City staff recommends approval of Resolution 25-211 to approve the amended Waste Management contract Exhibit A and the approval of the Mr. Built's Inc. Tipper Release Form.



Industrial Waste & Disposal Services Agreement

Exhibit A

F. COMMENTS

See Attached

- The Company reserves the right to refuse any load or discontinue any waste stream should such waste pose a threat to human health or safety, prove to be operationally challenging, or is in violation of any Company permit.
- All loads must be accompanied by proper shipping paper.
- If the Company received authorization to make changes to your waste profile during the approval process, your acceptance and execution of this Exhibit A confirms the accuracy of the changes.
- If WM (or a WM contracted hauler) is not providing the transportation services, you must ensure that the transporter is licensed and approved to haul the applicable Special Waste and/or Hazardous Waste. All third-party transporters must comply with WM safety requirements and procedures (including without limitation, wearing a hard hat, safety glasses, steel-toe boots, and safety vest). If transporting to a Chemical WM facility, a Tyvek suit and respirator are also required. Please review and abide by safety information by visiting WMSolutions.com/safety.
- Prices quoted herein are valid for 30 days. Unless WM is hired for this project prior to the expiration of this 30 day period in which case pricing remains valid in accordance with the terms of the Service Agreement.
- Pricing is based on the information provided on your profile and the representative data previously submitted. Charges incurred for additional services not listed above will be subject to standard rates and, payment of the invoice represents mutual agreement of those charges.
- The Energy Surcharge percentage can fluctuate on a weekly basis; please see www.wm.com/esc for more information on the Energy Surcharge and its calculation and historical values. The actual percentage rate applied to the total project invoice will be determined on the date each load is received.
- For profiled waste, facility and generator conditions will be listed in Industrial and Hazardous Waste Solutions | WMSolutions.com Account under the WAM Approval Form upon final approval confirmation. All completed profile approval form(s) including any generator conditions and special handling instructions in such form(s) also shall be part of this Industrial Waste & Disposal Services Agreement and binding upon Customer. Your execution of this Exhibit A confirms that you have read, understand, and agree to such generator conditions and special handling instructions.

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement or other contractual agreement between the parties dated: 02/26/2007

YOUR ACCEPTANCE OF THESE TERMS CREATES A BINDING AGREEMENT AS FOLLOWS: (I) TYPE OR SIGN YOUR NAME AND TITLE WHERE INDICATED BELOW OR (II) YOUR TENDER OR DELIVERY TO COMPANY OF THE INDUSTRIAL WASTE DESCRIBED IN THE COMPANY APPROVED PROFILE SHEET AND (IF APPLICABLE) CONFIRMATION LETTER SHALL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS WITHOUT YOUR SIGNATURE.

COMPANY

By: _____
 Name: _____
 Title: _____

Date: _____

CUSTOMER

Signature:  Date: 9-2-2025
 Name: Matt Fitterer
 Title: Mayor

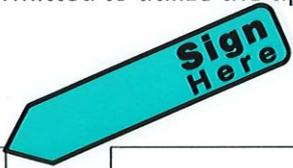
Mr. Bult's Inc. Tipper Release

_____ (herein called "CARRIER") assumes all responsibility for any injuries or other losses that may occur as the result of the tipper being in the care, custody, control or use by someone other than Mr. Bult's employees. Further, CARRRIER agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Mr. Bult's Inc. and it's officers, shareholders, directors, agents, representatives, and successors from and against any and all claims, suits, actions, proceedings, losses, liabilities, or expenses (including attorneys' fees and all court costs and other expenses) arising out of or in connection with the use and or operation of the tipper. CARRIER shall provide Mr. Bult's Inc. with a certificate of insurance listing Mr. Bult's Inc, its subsidiaries and affiliates as additional insured on the Automobile Liability and Commercial General Liability policies, to the full extent of policies limits but not less than the limits and description list on page 2, and a waiver of subrogation on the Automobile Liability, Commercial General Liability, and Workers Compensation policies. CARRIER's coverage shall be primary and non-contributory to any insurance available to Mr. Bult's Inc, its subsidiaries, and affiliates.

Mr. Bult's make no guarantees of availability of tipper and may stop CARRIER at any time for convenience from using Mr. Bult's tipper.

CARRIER represents and warrants that its employees, agents, representatives, workers and contractors have the experience, knowledge and skills to properly operate the Tipper and that Mr. Bult's has no obligation to train CARRIER in their use of tipper. Carrier represents and warrants all equipment utilizing Mr. Bult's tipper has been designed by the OEM to safely dump on Mr. Bult's tipper and Mr. Bult's has no liability regardless of any prior communication.

CARRIER or WM will provide Mr. Bult's a monthly report of the number of tips during the previous month no later than 1 week after the preceding month. Mr. Bult's will invoice WM and WM shall pay Mr. Bult's. If WM fails to pay Mr. Bult's within 30 days of properly submitted invoices Carriers shall not be permitted to utilize the tipper until payment has been received.



By:	
Name:	Matt F. Herer, Mayor
Title:	Mayor

By:	
Name:	Mr. Bult's Inc.
Title:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: To Request a Certificate
	PHONE (A/C, No, Ext): FAX (A/C, No):
Insured COMPANY PROVIDING CERTIFICATE OF INSURANCE	EMAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

REVISION NUMBER:

COVERAGES CERTIFICATE NUMBER: 696906996

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL CODES (RSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X		11/15/2016	11/15/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$7,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X		11/15/2016	11/15/2017	COMBINED SINGLE LIMIT (EA accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB - <input type="checkbox"/> OCCUR EXCESS LIAB - <input type="checkbox"/> CLAIMS-MADE CEO <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY (ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED?) (Mandatory in HI) (Per statute under) DESCRIPTION OF OPERATIONS N/A	Y/N N/A		11/15/2016	11/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Mr. Bull's, Inc. 2027 E 139th St Burnham, IL 60633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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