



MAYOR AND CITY COUNCIL MEMBERS

**Mayor John J. Lampl II
Councilwoman Van T. Tran
Councilwoman Dorothy Dean
Mayor Pro Tem Renee S. Knight
Councilman Khoa Vuong**

January 11, 2021

Work Session Agenda

6:30

1. Review of Meeting Agenda
 - a. Minutes December 28, 2021
 - b. Swearing in- Councilwoman Dean and Knight
 - c. Awards and Presentations
 - d. Police Department vehicle-\$33,198
 - e. Criminal Justice Coordinating Council Grant (CJCC) -\$38,650
 - f. Contractor Chris Eden's, M.D-Medical Director.
 - g. First reading of Ordinance 2022-01-Homestead Exemption
2. Commercial Sanitation- Jeff Baker
3. Updated Budget Calendar- Jeff Baker
4. Homestead Exemption Local Legislative discussion- Jeff Baker
5. Housing Concern- Rochelle Dennis
6. Mixed Moratorium expiration discussion- Rochelle Dennis



August 12, 2021

Sylvia Redic, City Manager
City of Morrow
1500 Morrow Road
Morrow Ga. 30260

Re: Contract Renewal

Dear Ms. Redic,

Waste Pro of Georgia, Inc. (Waste Pro) has been pleased to have the opportunity to provide solid waste & recycling collection services for the city of Morrow. Please accept this letter as our official notice that Waste Pro does not desire to allow the automatic renewal of our contract as provided for in Section 10 "Term" of our agreement. We will continue services thru October 31, 2021, as required by the agreement. Thank you.

Respectfully,

A handwritten signature in blue ink, appearing to read "R. Wolk", with a long horizontal flourish extending to the right.

Bob Wolk
Region Municipal Marketer
Waste Pro of Ga. Inc.
386-547-2350

**CONTRACT FOR
SOLID WASTE COLLECTION SERVICE**

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the 11 day of September 2020 (the "Effective Date"), by and between the City of Morrow, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as "City," and Waste Pro or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of the City's police power. and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of the City; and

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and removal of all Commercial and Residential Solid Waste generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Residential Premises and Commercial Premises in the incorporated area of the City may receive solid waste collection, and disposal services provided by Contractor, and

WHEREAS, City agrees to pay for residential and Commercial services.

THEREFORE, City and Contractor agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement**: This contract agreement including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement. Amendments to this agreement shall only be valid through approval of the Morrow Mayor and Council.
- 1.2 **Cart**: A rollout receptacle for Residential Solid Waste constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals.
- 1.3 **Construction & Demolition Materials**: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.4 **City**: City of Morrow, Georgia.
- 1.5 **Commercial Hand-load Customer**: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.6 **Commercial Premises**: All non-Residential Premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.
- 1.7 **Commercial Solid Waste**: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all Construction and Demolition Materials, excluding Hazardous Waste.
- 1.8 **Contractor**: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.
- 1.9 **Curbside**: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of recycling carts or bins and other solid waste for collection.
- 1.10 **Garbage**: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.11 **Hazardous Waste**: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the

U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

- 1.12 Producer: The customer that produces the garbage or waste
- 1.13 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property
- 1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, Construction & Demolition Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.15 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

Section 2.0 – Scope of Work

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential Solid Waste and Commercial Solid Waste and Commercial Recycling generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement. This contract does not include mandates for roll-off containers for construction and demolition debris in residential and commercial areas.

Section 3.0 – Collection

3.1 Service Provided:

- A. Contractor shall collect Garbage from each Residential Premises one (1) time per week backdoor or side door at a point no more than ten (10) feet away from the back of the house. Collection is limited to a container capacity of 150 gallons and all waste must be placed within bags sized a minimum of 13 gallons each and placed inside carts. Carts must be constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals. Contractor will properly collect and dispose trash that falls out from the cart during service. Collection is limited to 5 residential containers on the designated collection day. The occupant of the Residential Premises shall place garbage out by

6:00 AM on the designated collection day. Contractor will notify City of site addresses that do not comply with the garbage guidelines set forth above for Code Enforcement notification.

There is no staging allowed. The contents of the residential containers must go from container to truck. The residential containers may not be pulled to the curbside in one action and then in a second action be empty at curbside into the truck. At no time shall containers be left on the curbside.

B. Contractor shall collect Garbage and Recycling for all Commercial Premises with Contractor owned front end load dumpsters or roll off containers/compactors on a frequency to match Commercial Customer's needs.

3.2 Carts/Bins/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment to Commercial Premise for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition.

The Front-end load and roll off containers must be placed in an accessible location on hard surfaces. Commercial customers shall be responsible for maintaining such surfaces. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. Overloading is the responsibility of the producer. Any damage to equipment, containers, or trucks owned by the Contractor due to improper loading, overloading, or loading with improper material will be the responsibility of the producer.

Section 4.0 – Routes and Hours of Collection Operation

4.1 Hours of Operation

Collection of Residential Services shall not start before 6:00 AM nor continue after 7:00 PM on the same day.

4.2 Routes of Collection

The Contractor shall establish collection routes. Contractor shall submit a map designating the collection routes with days of pick-up to the City Staff for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose changes in routes or days of collection, which approval from city staff shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays

The following shall be holidays for the purpose of this Contract

New Years' Day, Thanksgiving Day, Christmas Day, Independence Day, and Labor Day.

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

All complaints shall be made directly to the City, and shall be given prompt and courteous attention. The City reserves the right to redirect complaints to the Contractor on a temporary basis or for the remaining term of the contract. If the City elects to redirect call center duties to the contractor, the contractor will be entitled to an increase in the rate of \$3 per home for the added duties. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received or by close of business on Mondays if the event falls on the weekend. Contractor will respond within 24 hours or by Monday close of business after City sends a complaint to the Contractor.

Once notified of the missed pick-up, if the contractor does not take corrective action within 24 hours or by Monday at 12 pm if the event falls on the weekend, each incident will result in a \$100 penalty per day imposed by the City and deducted monthly from payables owed to the Contractor.

If the contractor reports that a missed pick-up has been remedied, and in fact it has not, each incident will result in an additional \$100 penalty imposed by the City.

Contractor will not be held responsible for any alleged complaints which it can document were not the result of the contractor's failure to provide service.

If the Contractor cannot pick up a commercial customer container due to locks, blocks, or other reasons not related to the Contractor's performance, the contractor must make every attempt to collect the customer and then document the situation on the route sheets. If the situation can be remedied before the contractor leaves the city on the same day, the contractor will attempt return to the premises if time permits. The Contractor will be entitled to an extra trip fee of \$50 for returning to make off schedule collections not caused by the contractor.

4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services.

All vehicles and other equipment shall be kept in good repair, appearance, and in a clean and sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

In the event there is a spill or leak caused by either the truck or the process of collecting garbage, the clean-up of the spills, leaks, and stains will be the responsibility of the Contractor and should be performed promptly. The Contractor shall notify the city of all spills and leaks as soon as they happen and clean up must commence immediately without waiting for a complaint by a resident or business owner.

A clean-up schedule for any spill or leak must be submitted to the Public Works Department within 24 hours of the spill or leak. For every day the clean-up is not completed according to the clean-up schedule the City will impose a \$100 dollar penalty. Penalties shall be deducted by the City from payables due to Waste Pro. These penalties shall apply to both residential and commercial services.

4.6 Office

The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 9:00 AM to 5:00 PM daily on regular collection days.

4.7 Access

The Contractor shall be required to provide collection services to all Residential and Commercial Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place yard waste and bulk waste at curbside for collection.

Section 5.0 – Compensation

5.1 Rate Adjustments Due to Significant Changes

The rates set forth in Exhibit "A" shall be fixed for the initial first year of the first three- year term of this Agreement. Only after the first year, and only by approval of Morrow Mayor and Council, rates can be adjusted to compensate Contractor for:

- A. Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law. In the event that the above event occurs, Contractor shall determine the amount of rate adjustment

required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute with the City until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

B. The Service Fees payable to the Contractor pursuant to this Agreement will be adjusted after approval and consent of Mayor and Council beginning on the second year and each anniversary date of the Effective Date of this Agreement during the Term, and any Renewal Term such that the Service Fees for the immediately ensuing twelve (12)-month period shall be increased on the basis of 100% of the increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"), during the immediately preceding twelve-(12) month period. CPI increases will be capped at 2%

C. Changes in disposal fees beyond the Contractor's control

5.2 Service Level Changes

Residential Accounts:

Changes to residential services (cancellations) may occur at any time, however billing changes will only be allowed four times per year on the below stated "opt out" dates. Cancellations/changes must be communicated to the contractor within 3 business days prior to the start of each quarterly "opt out" date. Once the service quarter begins, customers may cancel, however, no refunds will be issued for that quarter. New customers may be added at any time and prorated for the rest of that quarter. New service for residential customers will be scheduled on the next available collection day.

Opt out Dates: February 1, April 1, July 1, Nov 1 of each year.

Commercial Accounts:

Changes to commercial services will be allowed on a monthly basis. Changes must be communicated to the contractor within 3 business days prior to the start of each month. New service for front end load service and roll off service will be delivered within no more than five business days. This excludes specially made containers such as but not limited to slant back front-end load containers and lock bars.

5.3 Contractor Residential and Commercial Billings to City

With the exception of non-garbage roll off services, the Contractor shall bill the City for Residential and Commercial Service rendered within ten (10)

days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the total number of Residential Premises and Commercial Premises that maintain service with support documentation in the incorporated areas of the City and the price rates and schedules set forth in Exhibit A hereto.

Section 6.0 – Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

Section 7.0 - Indemnity

The Contractor will indemnify, hold harmless, and defend the City, its affiliates, and shareholders, officers and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees.. Further, Contractor shall defend, hold harmless and indemnify the City, its affiliates, and shareholders, officers and employees against any and all liabilities, claims, damages, costs, judgments, and expenses, including attorney fees, sought or asserted against the City, its affiliates, shareholders, officers and employees of the City arising out of any personal injuries sustained by the employees or contractors of Contractor on the premises of the City's vehicles or real property. Finally, no Contractor employees or contractors hired to perform the services described and detailed in this agreement shall be considered employees of the City for purposes of any workers compensation insurance or benefits.

Section 8.0 – Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm or pandemic), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event").

In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate to pay Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 9.0 – Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

Section 10.0 - Term

The term of this Agreement shall begin on November 1, 2020 (hereinafter "Commencement Date"), and shall be for a period not to exceed one year intervals, subject to O.C.G.A. § 36-60-13. The renewal of this Agreement is governed by O.C.G.A. § 36-60-13. Unless, no later than thirty (30) days of the one (1) year anniversary of the Commencement Date, either party notifies the other party in writing of its desire not to renew this agreement, this agreement will renew for an additional one (1) year term. This Agreement may accordingly renew for successive one (1) year terms for up to three (3) consecutive years. Under mutual consent, parties may renew this Agreement for two or more additional optional one year terms, such additional optional one year terms subject to the same terms and conditions aforementioned in this Section. Notwithstanding any provision in this Agreement, this Agreement shall terminate at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under the Agreement. This Agreement is not deemed to create a debt of the City for the payment of any sum beyond the term, in the event of renewal, beyond the successive terms.

Section 11.0 - Reports

Contractor shall provide various reports to the City as may be required from time to time.

Section 12.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation nor material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory-Minimum \$100,000/accident
Employer's Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury	\$1,000,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

Section 13.0 - Bond

13.1 **Performance Bond**

The Contractor shall furnish a corporate surety bond as security for the

performance of this Agreement. Said surety bond shall be in the amount of \$75,000.

The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

13.2 **Power of Attorney**

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 14.0 – Compliance with Law

14.1 The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, state of Georgia, and federal governments provided. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

14.2 Contractor shall participate in the federal E-Verify program, and shall provide documentation that all Contractor's employees and subcontractors meet all E-Verify requirements, and are citizens of the United State, or permitted alien or guest works, or otherwise legally residing in the United States.

Section 15.0 Assignment

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval or consent of the Mayor and Council. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

Section 16.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide weekly Residential Solid Waste Collection and Commercial collection and disposal service to all Residential and Commercial Premises who maintain service in the incorporated area of the City for the initial three(3) year term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

The City Manager has the authority to approve roll-carts for any business she deems appropriate.

Section 17.0 - Ownership

Title to the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor

Section 18.0 – Termination and Attorney Fees

18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, or where the Contractor's lack of performance in meeting the terms of the contract continues to reoccur, then the City may require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice
- B. Extend the time to allow Contractor to cure the breach or persistent lack of performance
- C. Impose sanctions or other remedies without terminating the Contract.

18.2 **Termination for Convenience:** The City may at any time by written 30 days notice terminate all or any part of this Agreement for the City's convenience. Should the City terminate this Agreement for convenience, the City shall make payment to Contractor for all services provided by Contractor up until the termination date and/or whenever the termination notice is served upon the Contractor, whichever event occurs first.

Section 19.0 – Miscellaneous Provisions

19.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

19.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

19.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

19.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

19.5 City's Authority

The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

19.6 Notice

All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing. Notices may be delivered or sent to following addresses:

City of Morrow:
1500 Morrow Rd.
Morrow, GA 30260
Attn: Sylvia Redic, City Manager


Contractor:
Waste Pro
4785 Fulton Ind. Blvd SW Atlanta GA 30336
Attn: Robert Wolk

EXECUTED this 11 day of September, 2020

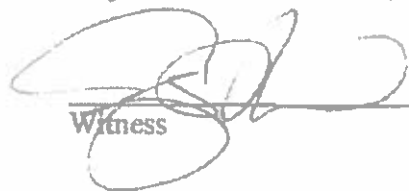
Signed By:



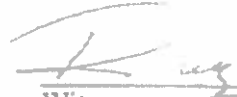
Mayor
City of Morrow
Date
9/11/2020



RVP
Waste Pro
Denny Harrison
Date
9/11/2020



Witness



Witness
Bob Wolk
9-11-20

EXHIBIT A

1. Monthly rate for one time per week back door residential garbage up to 150 gallons in resident owned containers. **\$14.19 per month, per unit.**
2. Additional 150 gallons for garbage: **\$9.00 per month, per extra. (Total \$23.19)**
3. Extra bags collection (Up to 2x/month) **\$2.50 per bag.**
4. Woodstone Condos: 95 gallon cart back door 1xweek collection: **\$13.69 per month per cart.**
5. North Ridge Condos: Curbside bagged garbage 2xweek collection (No carts) **\$23.48 per month per unit.**
6. **Commercial Rates:**

Front End Load:

	1x week	2x week	3x week	4x week	5x week	6x week
2 Yard	51.36	102.72	154.09	205.45	256.82	308.18
4 Yard	66.46	132.93	199.40	265.86	332.33	398.79
6 Yard	81.57	163.14	244.71	326.27	407.85	489.41
8 Yard	97.65	195.30	292.95	390.61	488.26	585.91

Extra Pick Up Fee: \$50.00 per dumpster

Front Load Compactors:

	1x week	2x week	3x week	4x week	5x week	6x week
4 Yard	233.82	467.64	701.46	935.28	1169.1	1402.92
6 Yard	272.79	545.58	818.37	1091.16	1363.95	1636.74

Commercial FEL Recycling

	1x week	2x week	3x week	4x week	5x week	6x week
6 Yard	51.96	103.92	155.88	207.84	259.8	311.76
8 Yard	69.28	138.56	207.84	277.12	346.4	415.68

Roll Off & Compactors:

Size	Haul Rate	Disposal	Rental	Delivery
30 Yard compactor	250.00	49.00 per ton	325.00	Quote on order
35 Yard compactor	250.00	49.00 per ton	345.00	Quote on order
40 Yard compactor	250.00	49.00 per ton	355.00	Quote on order
Break away Compactors	N/A	N/A	\$300-\$399 site inspection needed	Quote on order
40 yard Receiver Box	\$250.00	49.00 per ton	35.00 per month	Quote on order
20 yard Open Tops	195.00	49.00 per ton	35.00 per month	125.00
30 yard Open Tops	195.00	49.00 per ton	35.00 per month	125.00
40 yard Open Tops	195.00	49.00 per ton	35.00 per month	125.00

Extra pick up charges \$50 per dumpster (for off schedule service not caused by the contractor see section 4.4 of the contract.)

Services to the City

1. One six (6) yard dumpster at City Hall, collected two (2) times per week: No Charge
2. One six (6) yard dumpster at the City's Public Works facility, collected two (2) times per week: No Charge
3. One twenty (20) yard roll-off container at City's Public Works facility, on call. City will pay the disposal fee of \$50.00 per ton and maybe adjusted by written amendment if the rate increases from the disposal facility.
4. 8 yard Dumpster at Morrow Center, emptied up to twice a week
5. One six (6) yard dumpster at the Morrow Fire Department on Mt. Zion, collected two (2) times per week: No Charge.

**AMENDMENT TO
CONTRACT FOR SOLID WASTE COLLECTION
SERVICES**

This Amendment to the Contract for Solid Waste Collection Services entered into as of October 31, 2021, between the City of Morrow, Georgia ("City") and Waste Pro of Georgia Inc. ("Contractor").

Recitals

Whereas the City of Morrow (the "City") and Waste Pro (the "Contractor") entered into a contract for residential & commercial waste and recycling Collection dated September 11, 2020 (the "Contract"); and

Whereas the Contractor has provided notice, as required by that contract, to the City of its intent to not allow an automatic renewal of that contract under the current terms; and

Whereas the Contractor and City (the "Parties") desire to amend the Contract to change certain terms described below to allow the City a period of time to complete a competitive bid process or negotiate a new agreement with the Contractor.

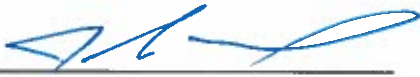
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Exhibit "A"** shall be amended and replaced with Exhibit "A" attached herein. New pricing will start 11/1/2021.
2. **Section 10 "TERM"**: the language in this section is stricken in its entirety and is hereby amended to a term of ninety (90) days starting November 1, 2021 and shall end (90) days later unless agreed and amended by both parties.
3. **Section 18.2 "Termination for Convenience"**: the language in this section is stricken in its entirety.
4. **PAYMENT**: Payment for residential and front load services will be billed and paid at the beginning of the 90 day term for the full 90 days service. Roll off billing will occur monthly.

5. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first set forth above.

CITY OF MORROW, GEORGIA

By: 

ATTEST

Name: John Lamp



Title: Mayor

Date: 8/10/2021

WASTE PRO OF GA, INC.

By: _____

ATTEST

Name: _____

Title: _____

Date: _____

**SECOND AMENDMENT TO
CONTRACT FOR SOLID WASTE COLLECTION
SERVICES**

This Amendment to the Contract for Solid Waste Collection Services entered into as of December 31, 2021, between the City of Morrow, Georgia ("City") and Waste Pro of Georgia Inc. ("Contractor").

Recitals

Whereas the City of Morrow (the "City") and Waste Pro (the "Contractor") entered into a contract for residential & commercial waste and recycling Collection dated September 11, 2020 (the "Contract"); and

Whereas the City of Morrow (the "City") and Waste Pro (the "Contractor") also entered into an amendment to that contract for residential & commercial waste and recycling Collection dated October 31, 2020 (the "Contract"); and

Whereas the City of Morrow (the "City") conducted a recent bid process to select a solid waste service provider and has chosen Waste Pro (the "Contractor") to provide residential & commercial waste and recycling Collection Services; and

Whereas the Contractor and City (the "Parties") desire to extend the amendment and other certain terms described below to allow the City a period of time to complete negotiations on a new agreement with the Contractor and plan the transition.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Exhibit "A"** Exhibit "A" of the first amendment shall remain unchanged.
2. **Section 10 "TERM"**: ninety (90) days starting February 1, 2022 and shall end (90) days later unless agreed and amended by both parties.
3. **Right of Refusal**: Contractor is hereby given the first right of refusal to any residential & commercial services contract with the City at the end of this term.
4. **Payment**: Payment for residential and front load services will be billed and paid at the beginning of the 90 day term for the full 90 days service. Roll off billing will occur monthly.

5. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.


IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first set forth above.

CITY OF MORROW, GEORGIA

By:  _____

ATTEST

Name: John Lamp

 _____

Title: Mayor

Date: 12/28/21

WASTE PRO OF GA, INC.

By: _____

ATTEST

Name: Jennifer Herring

Title: Division Manager

Date: 12/24/2021

5. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first set forth above.

CITY OF MORROW, GEORGIA

By: _____

ATTEST

Name: _____

Title: _____

Date: _____

WASTE PRO OF GA, INC.

By: Jennifer Herring

ATTEST

Name: Jennifer Herring

B. Herring

Title: Division Manager

Date: 12/24/2021

STATE OF GEORGIA

CITY OF MORROW

ORDINANCE NO. 2021-05

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW, GEORGIA IMPOSING A ONE HUNDRED AND TWENTY (120) DAY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR PERMITS, LICENSES OR INSPECTIONS RELATED TO THE DEVELOPMENT OR CONSTRUCTION WITHIN THE MIXED USE (MU) DISTRICT; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN ADOPTION DATE AND EFFECTIVE DATE; TO PROVIDE A PENALTY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Morrow has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the public purposes of maintaining health, morals, safety, security, peace, and the general welfare of the citizens of the City of Morrow; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same; and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

WHEREAS, the Mayor and Council of the City of Morrow have, as a part of planning, zoning and growth management, been in discussion with the Planning and Zoning Board regarding the City's Zoning Ordinances and the anticipated need to evaluate what is currently in place for development; and

WHEREAS, the Mayor and Council deem it important to direct development in a manner that is consistent with the current Comprehensive Plan, represents the quality growth Morrow's residents and businesses deserve, and that add a new level of sustainability, and consider this moratorium a necessary and proper exercise of its police powers; and

WHEREAS, the Mayor and Council therefore consider it paramount that land use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City of Morrow. The Mayor and Council have always had a strong interest in growth management so as to promote the City's goals of health, safety, morals, aesthetics and the general welfare of the community; and

WHEREAS, the Mayor and Council are, and have been interested in, assessing the feasibility of future growth and development in regard to the regulations stated in the Mixed Use district zoning code.

WHEREAS: the Mayor & Council and the Planning & Zoning Board have collectively determined that it is an appropriate time to review and evaluate the city's Mixed Use zoning code to ensure the regulation contributes to balanced growth that is in adherence to the City's Comprehensive Plan which will further the prosperity of the City as a whole.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW and by the authority of the same:

IMPOSITION OF MORATORIUM

(a) There is hereby imposed a moratorium of approximately ONE HUNDRED AND TWENTY (120) days on the acceptance by the staff of the City of Morrow of any application for variances, permits or for the development or construction within the Mixed Use zoning district.

(b) The duration of this moratorium shall be until the City adopts a revision to the City Code of the City of Morrow related to the above referenced regulatory code, or until August 25, 2021, whichever occurs first. This moratorium shall be effective as of the date of its adoption.

(c) This moratorium shall have no effect upon approvals or permits previously issued or as to

development plans previously approved by the City. The provisions of this Ordinance shall not affect the issuance of permits or site plan reviews that have received preliminary or final approval by the City on or before the effective date of this Ordinance. There shall be no other exceptions to the moratorium.

(d) As of the effective date of this Ordinance, no applications for rezoning, development, variances, licenses, occupation tax certificates or permits for the above described regulatory code will be accepted by any agent, employee or officer of the City with respect to any property in the City of Morrow, and any permit so accepted for filing will be deemed in error, null and void, and of no effect whatsoever, and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such permit shall be unreasonable.

ORDAINED this _____ day of _____, 2021.

CITY OF MORROW, GEORGIA

John Lampl, Mayor

ATTEST:

Sylvia Redic, Interim City Clerk