

**AGENDA
BOARD OF MAYOR & ALDERMEN
REGULAR MEETING
AUGUST 7, 2023**

Public Hearing/Citizen Comments

- 1.0 **Call to Order** 6:00 pm
- 1.1 Roll Call
- 1.2 Prayer/Moment of Silence
- 1.3 Pledge of Allegiance to the American Flag
- 1.4 Adoption of the Agenda
- 1.5 Approval of minutes from the regular meeting of the Board of Mayor and Aldermen held on July 3, 2023 and the special called meeting on July 24, 2023.
- 1.6 Presentations/Memorials
- 1.7 Communications from the Mayor
- 1.8 Communication from the Aldermen
- 1.9 Communications from the City Attorney
- 1.10 Reports from Department Heads

- 2.0 **Old Business**
- 2.1 Discuss and possibly take action to approve Ordinance 23-06 on second reading. An ordinance to amend title eighteen, chapter two and chapter three of the Greenbrier Municipal Code of the Town of Greenbrier.

- 3.0 **New Business**
- 3.1 Discuss and possibly take action to approve Ordinance 23-07 on first reading. An ordinance of the City of Greenbrier, Tennessee amending budget ordinance 23-04 for the fiscal year beginning July 1, 2023 and ending June 30, 2024.
- 3.2 Discuss and possibly take action to approve Resolution 23-09. A resolution to update the purchasing policy for the City of Greenbrier, Tennessee.
- 3.3 Discuss and possibly take action to approve Resolution 23-10. A resolution authorizing the City of Greenbrier to participate in the Safety Partners Matching Grant program.
- 3.4 Discuss and possibly take action to approve the new sanitation contract with the effective date of August 1, 2023.
- 3.5 Discuss and possibly take action to approve the Greenbrier Parks and Recreation reimbursement grant application to Robertson County Economic Development in the amount of \$15,000.00.

3.6 Discuss and possibly take action on the monthly water and sewer adjustments in the amount of \$ 15,554.03.

4.0 **Adjournment**


Tracy Coleman, Executive Assistant

**MINUTES
BOARD OF MAYOR & ALDERMEN
REGULAR MEETING
JULY 3, 2023**

There were no citizens comments.

1.0 **Call to Order** 6:00pm

1.1 Roll Call

Present:

Alderman Chris Davis
Alderman Jeff DeLong
Alderman Billy Ray Dorris
Mayor Lanny Adcock
Alderman Alisha Allgood
Alderman Donald Toohey

Absent:

Alderman Bill Deaver

Also Present:

Fire Chief Kyle Hamill
Interim Police Chief Buster Locklayer
Director of Parks Rory Osborne
Director of Public Works Mark Plush
Executive Assistant Tracy Coleman
City Recorder Stephanie Toland
City Attorney Reba Brown

1.2 Prayer/Moment of Silence

1.3 Pledge of Allegiance to the American Flag

1.4 Alderman Toohey moved to amend the agenda to add item 3.2 to discuss and possibly take action to approve Ordinance 23-06 on first reading. An ordinance to amend title eighteen, chapter two and chapter three of the Greenbrier Municipal Code concerning tap fees. Alderman Allgood seconded the motion and passed with a 6-0 roll vote.

As amended adoption of the agenda passed with a 6-0 roll vote.

1.5 Alderman Toohey moved to approve the minutes from the regular meeting of the Board of Mayor and Aldermen held on June 5, 2023. Alderman Dorris seconded the motion and passed with a 6-0 roll vote.

1.6 There were no presentations/memorials

1.7 Communications from the Mayor

- Everything is on schedule with the new building and expecting to finish at the end of October.

1.8 Communication from the Aldermen

- Alderman Davis thanked Fire Chief Kyle Hamill and his team for checking on a possible gas leak at his home.
- Alderman Toohey would like some additional information on our no solicitation policy.

1.9 There were no communications from the City Attorney

1.10 Reports from Department Heads

- Fire Chief Kyle Hamill reported a misprint in the fire report had the incorrect date in their packet, however, the information was correct.
- Interim Police Chief Buster Locklayer stated that two new certified officers were sworn in this past week which makes the patrol fully staffed. Officer Swims will start at the police training academy next Monday for 12 weeks.
- Director of Public Works Mark Plush reported that staff are continuing to make rounds of debris clean up after the storms and will continue with pot holes afterwards.
- Director of Parks Rory reported that the spring ball season has been completed. All baseball teams won the district tournament and will go to state. Two softball teams won district and one team will go to state. There has been a lot of work on the walking trail.

2.0 **Old Business**

3.0 **New Business**

3.1 Alderman Davis moved to approve the monthly water and sewer adjustments in the amount of \$ 4161.23. Alderman Dorris seconded the motion and passed with a 6-0 roll vote.

3.2 Alderman Davis moved to approve Ordinance 23-06 on first reading, an ordinance to amend title eighteen, chapter two and chapter three of the Greenbrier Municipal Code concerning tap fees. Alderman Toohey seconded the motion and passed with a 6-0 roll vote.

4.0 Alderman Davis moved to adjourn. Alderman Dorris seconded the motion and passed with a 6-0 voice vote.

Adjourned at 6:18pm

Lanny Adcock, Mayor

Stephanie Toland, City Recorder

**MINUTES
BOARD OF MAYOR & ALDERMEN
SPECIAL CALLED MEETING
JULY 24, 2023**

There were no citizen comments

1.0 **Call to Order** 5:00 pm

1.1 Roll Call

Present:

Alderman Chris Davis
Alderman Jeff DeLong
Alderman Billy Ray Dorris
Mayor Lanny Adcock
Alderman Alisha Allgood

Absent:

Alderman Bill Deaver
Alderman Donald Toohey

Also Present:

City Recorder Stephanie Toland
Executive Assistant Tracy Coleman

1.2 Prayer/Moment of Silence

1.3 Pledge of Allegiance to the American Flag

1.4 Alderman Davis moved to adopt the agenda. Alderman Dorris seconded the motion and passed with a 5-0 roll vote.

2.0 **New Business**

2.1 Alderman DeLong moved to approve the appointments to the Human Resource Committee to review the current personnel policy and make the necessary updates consisting of Alderman Deaver, Davis and Dorris. Alderman Allgood seconded the motion and passed with a 5-0 roll vote.

2.2 Alderman Davis moved to adjourn. Alderman Allgood seconded the motion and passed with a 5-0 voice vote.

Meeting Adjourned 5:20pm

Lanny Adcock, Mayor

Stephanie Toland, City Recorder

**CITY OF GREENBRIER, TENNESSEE
ORDINANCE NO. 23-06**

**AN ORDINANCE TO AMEND TITLE EIGHTEEN, CHAPTER TWO AND
CHAPTER THREE OF THE GREENBRIER MUNICIPAL CODE OF TOWN OF
GREENBRIER**

WHEREAS, the Board of Mayor and Aldermen are responsible for the continuous maintenance and have the authority to set rates as needed;

WHEREAS, the water and sewer tap connection fees have not been increased since 2015 and are not consistent with the actual cost incurred by the City of Greenbrier Water and Sewer Department and the following sections shall be implemented upon passage;

Section 1. Title 18, Chapter 2, Section 18-204 of the Greenbrier Municipal Code shall be amended to include the following:

Renters shall pay a deposit of \$200.00 on each connection for residential or commercial property.

Section 2. Title 18, Chapter 2, Section 18-206 of the Greenbrier Municipal Code shall be amended to read as follows:

18-206. Connection Charges. The following fees are established for water connections:

WATER CONNECTION FEES

All New Construction Capacity/Connection Fee \$4,000.00

Inside City Limits Residential

¾ inch Tap	\$2,500.00
1 inch Tap	\$3,200.00
2-inch Tap	\$7,200.00
4-inch Tap	\$9,800.00
6-inch Tap	\$18,500.00
8 -12-inch Tap	Fees determined by Engineer

Outside City Limits Residential

¾ inch Tap \$2,500.00

Any movement of water meter within 10 feet	\$1,000.00
Back Flow Testing	\$100.00
Fire Hydrant	\$4,000.00 (plus material cost)

18-209. Meters and Tampering. All meters shall be installed, tested, repaired, and removed only by the municipality.

No one shall do anything which will in any way interfere with or prevent the operation of a meter. No one shall tamper with or work on a water meter without the written permission of the municipality. No one shall install any pipe or other device which will cause water to pass through or around a meter without the passage of such water being registered fully by the meter. Any evidence of tampering will result in an assessment of \$300 replacement fee. Upon the occurrence of a second offense, the municipality may also file a civil lawsuit for damages pursuant to Tennessee Code Annotated section 65-35-104; and upon the occurrence of a third offense, criminal charges may also be brought pursuant to Tennessee Code Annotated section 39-14-104.

Section 3. Title 18, Chapter 2, Section 18-210 of the Greenbrier Municipal Code shall be amended as follows:

<u>Meter Size</u>	<u>Test Charge</u>
5/8", 3/4"	\$75.00

Section 4. Title 18, Chapter 3, Section 18-306 of the Greenbrier Municipal Code shall be amended to include the following fees for sewer taps:

Sewer Taps

Inside City Limits Residential	
4-inch Tap	\$2,500.00
Inside City Limits Commercial	
6-inch Tap	\$4,000.00
Outside City Limits Residential	
4-inch Tap	\$2,500.00

Section 5. Be it enacted by the Board of Mayor and Aldermen of Greenbrier, Tennessee, this ordinance shall take effect from and after its final passage, the welfare of the city requiring it.

Passed 1st Reading: July 3, 2023

Passed 2nd Reading:

PASSED this _____ day of _____ 20__.

Mayor Lanny Adcock

Attest:

Stephanie Toland
City Recorder

CITY OF GREENBRIER, TENNESSEE

ORDINANCE NO. 23-07

AN ORDINANCE OF THE CITY OF GREENBRIER, TENNESSEE, AMENDING BUDGET ORDINANCE NO. 23-04 FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

WHEREAS, the Board of Mayor and Aldermen of Greenbrier, Tennessee, assembled in regular session on the 1st day of May 2023; that the amount hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various fund, department, institution, offices and agencies of Greenbrier, Tennessee, during the fiscal year beginning July 1, 2023 and ending June 30, 2024.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GREENBRIER, TENNESSEE that the following is amended and replaced in its entirety:

SECTION 4: During the coming fiscal year (2024) the governing body has pending and planned capital projects with proposed funding as follows:

CAPITAL IMPROVEMENT		Last Year's	This Year's
FY 2023	Actual	Budget	Budget
REVENUE	2021-2022	2022-2023	2023-24
INTEREST EARNINGS	1,472	2,000	3,000
OTHER FINANCING SOURCES	176,779		
BOND PROCEEDS	3,410,000	0	0
TOTAL REVENUES	3,588,251	2,000	3,000
CAPITAL PROJECT FUNDS			
EXPENSE			
CHECKS ORDERED	162	0	0
PROFESSIONAL SERVICES	0	237,860	
ISSUANCE COST	82,114		
CAPITAL OUTLAY	65,946	1,513,760	1,702,089
TOTAL EXPENDITURES	148,222		1,702,089
BEGINNING FUND BALANCE	0	1,751,619	1,753,619
ENDING FUND BALANCE	3,440,029	1,753,619	54,530

WATER & SEWER FUND		Last Year's	This Year's
FY 2023	Actual	Budget	Budget
SEWER INFRASTRUCUTRE- ARP FUNDS	2021-2022	2022-2023	2023-24
CHECKS ORDERED FROM BANK	162	0	0
PROFESSIONAL SERVICES	4,000	125,000	200,000
REPAIR & MAINTENANCE SERVICE	0	25,000	0
CAPITAL OUTLAY	0	350,000	900,000
TOTAL	4,162	500,000	1,100,000

All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

This ordinance shall take effect upon passage, the public welfare requiring it.

Passed 1st Reading:

Passed 2nd Reading:

Mayor

ATTESTED:

City Recorder

**CITY OF GREENBRIER, TENNESSEE
RESOLUTION 23-09**

**A RESOLUTION TO UPDATE THE PURCHASING POLICY FOR THE CITY OF
GREENBRIER, TENNESSEE**

WHEREAS, the Board of Mayor and Aldermen passed a purchasing policy with Resolution 20-03 in July 6, 2020; and

WHEREAS, the Board of Mayor and Aldermen have determined that the current purchasing policy needs to be updated; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the City of Greenbrier to adopt a purchasing policy referenced below; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Greenbrier, Tennessee that the following is hereby approved:

Section 1. The City of Greenbrier adopts a purchasing policy titled CITY OF GREENBRIER, PURCHASING POLICY dated August 7, 2023 that is attached to this Resolution.

Section 2. This purchasing policy dated August 7, 2023 repeals and replaces any and all previously adopted purchasing policy/policies or procedures.

Section 3. If any resolution is found to be in conflict with the Town's Charter, the Town's Charter takes precedence.

Section 3. This Resolution takes effect immediately upon its passage, the public welfare requiring it.

Approved this _____ day of _____, _____.

Mayor Lanny Adcock

Attest: _____
City Recorder



CITY OF GREENBRIER

Purchasing Policy

Purchasing Representative.

The City Recorder shall be the Purchasing Representative for the municipality. Except as otherwise provided in this policy, all supplies, materials, equipment, and services over \$500.00 shall be approved by the Purchasing Representative prior to purchasing.

General Procedures.

All purchases made from funds subject to the authority of this policy shall be made within the limits of the approved budget and/or the appropriations for the department for which the purchase is made. The following procedures shall be followed by all City employees when purchasing goods or services on behalf of the City.

For purchases under \$500.00

The department head of the using department shall approve purchases under \$500.00 for the department. The department head will submit their approved requisition to the Purchasing Representative for final approval before payment is made. The department head is responsible for all purchases made and shall stay within the allocations set by the Board of Mayor and Alderman for the department.

For purchases over \$500.00

The department head of the using department shall deliver to the Purchasing Representative a written purchase requisition for the item(s) to be purchased. Such request shall include a brief description of the item(s) to be purchased, specifications for the item(s) being purchased, the estimated cost of the item(s), indication of whether the item(s) have been approved in the annual budget and the account distribution for the purchase.

The Purchasing Representative shall review the purchase requisition for completeness and accuracy. The Purchasing Representative shall verify budget balances, prior to issuing approval to purchase.

For specific dollar limits additional procedures will be as follows:

1) Items Expected to Cost \$2,500.00 to \$9,999.00

- (1) The person issuing the requisition shall include prices, tally sheets or other quote information from at least 2 suppliers for the item(s) being purchased. The normal should be three (3) quotes for all purchases, but two (2) will be acceptable if a third is not readily available. The lowest quote information should be used to generate the purchase requisition. If the lowest quote is not used then an explanation should be attached explaining the reasoning for the deviation. The requisition should be presented to the Purchasing

Representative for approval prior to purchase or ordering.

- 2) *Items Expected to Cost More than \$10,000.00.* These item(s) or service(s) shall have additional procedures for sealed bid requirements.

On all purchases and contracts estimated to be in excess of ten thousand dollars (\$10,000.00), except as otherwise provided in this policy, formal sealed bids shall be submitted at a specified time and place to the City Recorder.

- a. Notice inviting bids shall be published at least once in a newspaper of general circulation, and at least five days preceding the last day to receive bids. The newspaper notice shall contain a general description of the item(s) to be secured, and the date, time, and place for opening bids.
- b. In addition to publication in a newspaper, the Purchasing Representative may take other actions deemed appropriate to notify all prospective bidders of the invitation to bid, including, but not limited to, advertisement in community bulletin boards, metropolitan newspapers, professional journals, and electronic media.
- c. The Purchasing Representative shall verify budget balances, prior to issuing approval to purchase.

Rejection of Bids.

The Purchasing Representative shall have the authority to reject any and all bids, parts of bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby. **The Purchasing Representative shall not accept the bid of a vendor or contractor who is in default on the payment of taxes, licenses, fees or other monies of whatever nature that may be due the City by said vendor or contractor.**

Conflict of Interest.

All employees who participate in any phase of the purchasing function are to be free of interests or relationships which are actually or potentially hostile or detrimental to the best interests of the City of Greenbrier; and shall not engage in or participate in any commercial transaction involving the city, in which they have a significant interest.

Performance Bond.

The Purchasing Representative may require a performance bond before entering into a contract, in such amount as he/she shall find reasonably necessary to protect the best interests of the City and furnishers of labor and materials in the penalty of not less than the amount provided by Tennessee Code Annotated.

Record of Bids.

The City Recorder shall keep a record of all open market orders and bids submitted in competition thereon, including a list of the bidders, the amount bid by each, and the method

of solicitation and bidding, and such records shall be open to public inspection and maintained in the City Recorder's office. As a minimum, the bid file shall contain the following information:

- a. Request to start bid procedures.
- b. A copy of the bid advertisement.
- c. A copy of the bid specifications.
- d. A list of bidders and their responses.
- e. A copy of the requisition.

Considerations in Determining Bid Awards.

The following criteria shall be considered in determining all bid awards:

1. The ability of the bidder to perform the contract or provide the material or service required.
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder. This should be documented evidence.
4. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
5. The quality of performance of previous contracts or services, including the quality of such contracts or services in other municipalities, or performed for private sector contractors.
6. The sufficiency of financial resources and the ability of the bidder to perform the contract or provide the service.
7. The ability of the bidder to provide future maintenance and service for the use of the supplies or contractual service contracted.
8. Compliance with all specifications in the solicitation for bids.
9. The ability to deliver and maintain any requisite bid bonds or performance bonds.
10. Total cost of the bid, including life expectancy of the commodity, maintenance costs, and performance.

Award Splitting.

If total savings generated is less than \$1,000.00, bids awards shall not be split among two or more bidders.

Statement When Award Not Given to Low Bidder.

When the award for purchases and contracts in excess of \$2,500.00 is not given to the lowest quote or bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Department Head and filed with all the other papers relating to the transaction.

Emergency Purchases.

When in the judgment of the Purchasing Representative that an emergency exists, the provisions of this policy may be waived; provided, however, the Purchasing Representative shall report the purchases and/or contracts to the Board of Mayor and Aldermen at the next regular Board meeting stating the item(s) purchased, the amount(s) paid, from whom the purchase(s) was made, and the nature of the emergency.

Waiver of the Competitive Bidding Process.

Competitive bidding process may be waived if the following conditions are met:

1. *Single Source of Supply.* The availability of only one vendor of a product or service within a reasonable distance of the city as determined after a complete and thorough search by the using department and the Purchasing Representative.
2. *State Department of General Services.* Purchase the product or service through or in conjunction with the State Department of General Services or via a State contract.
3. *Purchase from Other Governmental Entities.* Purchase of used or secondhand items from any other government. In addition, the purchase of used or secondhand items can be purchased from any private individual or entity as long as the city documents the range of value of the purchased item through a nationally recognized publication or licensed appraiser and the price paid is no more than 5% higher than the documented range.
4. *Purchase on Other Governmental Entities bid.* Purchase equipment from a vendor under the same price and terms of a legal bid initiated by any other governmental unit of the state. This authorization does not apply to the purchase of new general purpose motor vehicles or purchases related to any transportation infrastructure project. Special purpose vehicles are allowed under this provision.
5. *U.S. Communities Contracts:* Contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations. Each solicitation contains language that advises all suppliers of the subsequent contract that may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction "Joint Powers Authority" or "Cooperative Procurement" program. Although each government may have different purchasing procedures to follow, applying these competitive principles satisfies the competitive bid requirements for most state and local government

agencies.

6. *Cooperative Purchasing Agreements.* Purchase of any supplies, services or joint construction with one or more local governments under a cooperative purchasing agreement. An agreement must be entered into between the participants.
7. *Joint or multi- party agreements.* Participation in a joint or multi-party master agreement by adopting a resolution accepting the terms of the master agreement. Documentation must be acquired and maintained showing that the procuring entity complied with its own purchasing requirements. This authorization does not apply to new motor vehicles, construction engineering or architectural services or construction materials. This provision applies to in-state and out-of-state organizations.
8. *Purchases from Non-Profit Organizations.* A thorough effort was made to purchase the goods or services from any non-profit organization whose sole purpose is to provide goods and services specifically to municipalities.
9. *Purchases from Tennessee State Industries.* A thorough effort was made to purchase the goods or services from Tennessee State Industries (prison industries).

Goods and Services Exempt from Competitive Bidding. The following goods and services need not be awarded on the basis of competitive bidding; provided, however, that the Purchasing Representative and/or the Department Head shall make a reasonable effort to assure that such purchases are made efficiently and in the best interest of the City:

1. *Certain Insurance.* The City may purchase insurance (all forms), without competitive bidding, from the Tennessee Municipal League or any other plan offered by a governmental entity representing cities and counties. **All other insurance plans, however, are to be awarded on the basis of competitive bidding.**
2. *Certain Investments.* The City may make investments of municipal funds in, or purchases from, the pooled investment fund established pursuant to *Tennessee Code Annotated 9-17-105.*
3. *Motor Fuel, Fuel Products, or Perishable Commodities.* Such commodities may be purchased without competitive bidding.
4. *Professional Service Contracts.* Any services of a professional person or firm, including attorneys, accountants, physicians, architects, engineers, and other consultants required by the City may be hired without competitive bidding. In those instances where such professional service fees are expected to exceed \$10,000.00, a written contract shall be developed and approved by the Mayor prior to the provision of any goods or services. Contracts for professional services shall not be

awarded on the basis of competitive bidding; rather, professional service contracts shall be awarded on the basis of recognized competence and integrity.

Passed: _____

**CITY OF GREENBRIER, TENNESSEE
RESOLUTION 23-10**

A RESOLUTION AUTHORIZING THE CITY OF GREENBRIER TO PARTICIPATE IN THE SAFETY PARTNERS MATCHING GRANT PROGRAM

WHEREAS, the safety and well-being of the employees of the City of Greenbrier, Tennessee is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Greenbrier employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program; and

WHEREAS, the Town/City of Greenbrier now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF GREENBRIER, TENNESSEE, the following:

SECTION 1. That the Town/City of Greenbrier is hereby authorized to submit application for the Safety Partners Matching Grant Program through Public Entity Partners.

SECTION 2. That the Town/City of Greenbrier is further authorized to provide a matching sum for any monies provided by this grant.

Resolved this _____ day of _____ in the year of _____.

Mayor

ATTEST:

City Recorder



Dear Greenbrier Resident,

We are excited to welcome the City of Greenbrier, TN as new customers of Stinky Pinky. We are so excited to have you join our family of customers in Greenbrier, TN!

We know choosing a trash company is important, and we are grateful that your city has chosen Stinky Pinky. We are committed to providing our customers with the highest quality of service, and we are confident that you will be pleased with our work.

Our team of experienced professionals is dedicated to providing you with reliable and efficient trash pickup services. We will always work hard to meet your needs and exceed your expectations.

Please have your trash at the street the night before your collection day to ensure collection. If you are disabled and unable to take your trash to the street, please contact City Hall (615) 643-4531, and they will make the proper arrangements.

In addition to our reliable service, we also offer a variety of convenient services, including:

- Garage & Attic Cleanout Dumpsters
- Septic Tank Cleaning & Inspection
- Commercial Trash Services
- Portable Toilets

We always seek ways to improve our services and welcome your feedback. Please do not hesitate to contact us with any questions or concerns.

Thank you again for choosing Stinky Pinky Trash Company. We look forward to serving you for many years to come.

Sincerely,

Cleve Guinn
President, Stinky Pinky



WASTE COLLECTION AGREEMENT

This Waste Collection Agreement (this “Agreement”) is entered into as of this 24th day of July 2023 by and between **SPI WASTE & RECYCLING, LLC DBA STINKY PINKY**, with its principal office located at 620 Frosty Morn Drive, Clarksville, Tennessee 37040 (“Company”) and **GREENBRIER, TENNESSEE** (“City”).

W I T N E S S E T H:

City, in the course of its service to City residents, manages a Solid Waste collection program, which requires the City to hire a company to provide Solid Waste collection services. Company in the course of its business has the ability to provide said Solid Waste collection services in a lawful manner.

In consideration of the mutual agreements set forth herein, the receipt and legal sufficiency of said consideration being hereby acknowledged, the City and Company agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following definitions shall be binding on the Parties.

1.1 “Agreement” means this document and any properly executed Addendum to this Agreement.

1.2 “Company” means SPI WASTE & RECYCLING, LLC or any subsidiary of the Company or any other party with which the Company subcontracts with to provide services under this Agreement.

1.3 “Company Notification Address” means the address of SPI WASTE & RECYCLING, LLC located at 620 Frosty Morn Drive, Clarksville, Tennessee 37040. The parties agree that the Company Notification Address may be changed by the Company by sending to the City a letter giving notice of the new Company Notification Address, by certified mail, or by overnight mail provided by UPS, Federal Express, or any reputable delivery company, providing overnight letter delivery services.

1.4 “City” means GREENBRIER, TENNESSEE, and any subdivisions of the City.

1.5 “City” Notification Address” means the address of Greenbrier, Tennessee located at Greenbrier City Hall, 790 West College Street, Greenbrier, Tennessee 37073. The parties agree

using the attached Fuel Surcharge Table. This fuel surcharge applies during the initial term of this agreement, and also during any Subsequent Term of this agreement.

4.3. CPI Adjustment. The Company will notify the City each year of any changes to the CPI (hereinafter defined) for the preceding twelve months. The Company and the City agree that any CPI increase will be limited to no more than 3% annually. The "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) in the South Region, All Items, 1982-1984 equals 100, published by the Federal Bureau of Labor Statistic ("BLS"), or its successor. If BLS or its successor designates an index with a new title or code number or table number as constituting the continuation of the index cited above, the new index will be used, or if no new index is designated, the most nearly compatible index shall be used.

4.4. Payment Terms. Company shall provide monthly statements to the City. Payment terms shall be payment in full within 15 days. Monthly statements from the company shall be mailed to the City at the City Notification Address. All amounts due and payable for more than thirty (30) days after invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month. City will notify Company of any disputed amounts within thirty (30) days of receiving the invoice. The portion of any invoice that is not disputed within such period shall be deemed accepted by City. During the ten (10) business days following notification of a disputed amount, the Parties will attempt to resolve any disputed portions of such invoice and, if resolved, an adjusted payment will be submitted to Company for the agreed-to amount. Payments to the Company shall be mailed to the Company Notification Address.

5. TERM, RENEWAL AND TERMINATION. The term of this Agreement shall begin on August 1, 2023 and continue until July 31, 2028. The contract may be extended by written agreement at such compensation as may be agreed upon by the parties. County may terminate the Agreement upon an uncured default with 90 days written notice.

6. NONCONFORMING WASTE. Company shall have the right to reject any Waste which deviates from the specifications for solid waste set forth within this agreement. In the alternative, Company shall have the authority to dispose of nonconforming waste, and in the event additional expenses incurred, request additional compensation from the City.

7. TITLE AND LIABILITY. Title to the Waste, together with all responsibility and liability in connection therewith, shall pass to Company upon Company's acceptance of the Solid Waste at the Pick-up. Title and liability for Nonconforming Waste shall at all times remain with City, notwithstanding the fact that physical possession of Nonconforming Waste may have passed to Company.

8. LOADING AND TRANSPORTATION. Collection and transportation of the Solid Waste shall be the responsibility of the Company. Company shall comply with all applicable statutes, rules, regulations and ordinances of the United States and all applicable State and local regulations in moving, handling, transporting, disposing of and/or recycling the Waste. City shall be responsible for communicating to residents that Nonconforming waste will not be collected. The parties agree and understand that reasonable, justified refusal by drivers or other employees

includes a written proof of delivery. Written proof of delivery shall be the signature of the receiving party's agent. No default alleged to exist, may be asserted as a basis to avoid this Agreement, until the right to cure provision contained herein has been exercised.

13. INDEPENDENT CONTRACTOR. Company is and shall be an independent contractor in the performance of all services under this Agreement. Company shall exercise exclusive control of the operation and activities of all employees, agents and subcontractors of Company at all times. Neither Company nor City shall have any authority to employ any person as an employee, agent or subcontractor for or on behalf of the other.

14. CONFIDENTIALITY. Company and City shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement, any information regarding either party's plans, programs, plants, processes, products, costs, equipment, operations of Cities which may come within the knowledge of the parties in the performance of this Agreement. This clause does not prevent disclosures required by law including good faith disclosures made pursuant to applicable open records laws. The foregoing obligations shall survive the termination of this Agreement.

15. FORCE MAJEURE. The parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for the payment of money for services already rendered, shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage or other cause or causes beyond the reasonable control of the party affected. Company also shall be excused from performance of this Agreement if Company loses or has suspended any license, permit or other authorization necessary for fulfilling its obligations. Both parties shall provide prompt notice of such delay and work diligently to remove such cause or causes.

16. SAVINGS CLAUSE. If any part of this Agreement becomes invalid for any reason, the validity of the Agreement as a whole or of any other part will not be affected.

17. ASSIGNMENT. Company shall not assign any of its rights or obligations under this Agreement without the prior written consent of the City. City may assign this Agreement upon written notice to the Company. Company shall notify City of any direct or indirect transfer of a controlling interest in Company.

18. SUBCONTRACTING. Subject to City's prior written consent, Company may subcontract obligations it has undertaken by this Agreement; however, Company shall remain responsible for all obligations undertaken by the Company by this Agreement.

19. INSURANCE. The Company shall maintain proper workers compensation insurance for the employees of the company, and shall see that any subcontractors, exercising any duties of the company under this agreement, are insured under an appropriate Worker's Compensation insurance policy. The company shall provide proof of a general liability policy in an amount not less than 1,000,000/1,000,000, personal liability, 100,000, property damage. To the extent appropriate, the City shall be named as an additional insured with regards to the liability policy.

"COMPANY"

SPI WASTE & RECYCLING, LLC dba STINKY PINKY.

By:

A handwritten signature in blue ink, appearing to be 'JES', written over a horizontal line.

Title:

The word 'President' written in blue cursive handwriting over a horizontal line.

Date:

The date '7-28-2023' written in blue cursive handwriting over a horizontal line.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2023

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 have ADDITIONAL INSURED provisions or 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 SouthPoint Risk Insurance 409 Madison St Clarksville TN 37040		CONTACT NAME: Leeah Wright PHONE (A/C, No. Ext): (931) 647-6400 E-MAIL ADDRESS: lwright@southpointrisk.com FAX (A/C, No.):	
INSURED SPI Waste & Recycling, LLC DBA Stinky Pinky PO Box 3717 Clarksville TN 37043		INSURER(S) AFFORDING COVERAGE INSURER A: Central Insurance Companies INSURER B: PinnaclePoint Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15137	

COVERAGES **CERTIFICATE NUMBER:** CL2341269669 **REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CLP 8657484	04/06/2023	04/06/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAP 8657483	04/06/2023	04/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS 8657485 11	04/06/2023	04/06/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A			WCP7006939	04/06/2023	04/06/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER For Informational Purposes Only***** ***** *****	CANCELLATION 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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Application

Name of Organization/Agency: **Greenbrier Parks and Recreation**

City in which the Organization/Agency is located: **City of Greenbrier**

Type of Grant: Marketing Infrastructure Event

If Marketing or Event, attached is required P&L If Infrastructure, attached is required project budget

Event or Project Name: **Electricity around large field at Louise Martin Community Park**

Total Amount requested: **\$15,000.00**

Please detail the proposed use of funds requested: (please itemize)*

Item	Amount
Materials (pedestal/pole w/transformer, wire, breakers etc)	\$17000.00
Labor	\$2500.00

Please describe how this project will benefit tourism development and/or increase tourism-related revenue within your community, including estimated attendance, overnight stays and/or revenue generated by event/project.*

Having electricity around the large field (ring road) at the ball park will allow us to hold more events with a wider range.

The only electricity we have at the ball park now surrounds the concessions area. This limits us to all events being crammed into that area. Several examples are:

Rumble in the Brier Car Show- At our Car Show in April, we had about 300 cars and over 2,000 people at this event.

Over 200 cars were in the large field. They could not hear the DJ's music, announcements, or awards that were won. We had 85 local vendors at this event and turned about 20 away, the 85 local vendors keep revenues in the county.

Turning of the Pig- This is a tradition for Greenbrier that dates back to 1910. There are several hundred people that attended this event. There were about 36 vendors at this event. Putting vendors and activities in the field, will allow us to add another 100 vendors, carnival rides, and bring the home town feel back of being in the grass while having some areas of shade. Moving those items to the field will open up the space on the concrete for individuals to set up chairs and watch the live entertainment or watch the pig cook on the pit without feeling crowded.



Christmas in the Park/Parade- During the day we decorate the park, have a train ride, Santa, vendors and music. Several hundred people attend our Christmas in the Park event. Having electricity around the large field would give us the opportunity to have a tree lighting ceremony after our parade of lights in the evening, invite local businesses to show off their decorating skills with a friendly competition by decorating a spot around the ring road and having attendees vote on their favorite. These decorations would stay up through the end of the year allowing a "drive through of lights" attraction bringing several hundred More people to the park to see the decorations while promoting our local businesses.

These are just a few of the things we could do if we had electricity in that area. None of this is possible without it. With each of these events we will be sending our registrants what you need to know regarding the day of. Along with that information, we will send them information on places to stay, eat, and what to do in Robertson County while here. For those attending, we will have flyers and an information booth with this same information and hoping to have discounts to businesses that will give them to us.

Thank you for your consideration.

The Final Report will require your team to provide data related to total event participants and volunteers engaged, origin location of attendees and overnight stays and small business revenue generated. What additional resources do you have to track this requested information? What resources do you need in order to track and provide this?*

We will track data from our registration sign-ups for the participants and vendors. This will give us information on where participants are coming from. We will request our vendors provide us with general profits from each event. With the carnival rides, we will sell tickets/bracelets as one way to tell us how many attended those attractions. At our information booth we will engage with attendees on where they are from as well as having volunteers walk around and speak with attendees on how they heard about our event.

**Please use additional paper for responses, as needed*

Requested by:

Tracy Coleman
Authorized Signee

July 31, 2023
Date

Phone 615-643-4531

Email tcoleman@greenbriar.org