RESOLUTION NO. 2025-14

A RESOLUTION APPROVING THE AWARD OF A MUNICIPAL SOLID WASTE AND RECYCLABLES COLLECTION AND DISPOSAL SERVICE CONTRACT FOR THE CITY OF DELPHI, INDIANA

WHEREAS, pursuant to I.C. § 36-9-30-5 and I.C. § 36-9-30-5.3, the City of Delphi ("City") issued a request for sealed bids for solid waste and recyclables collection and disposal services;

WHEREAS, on October 6, 2025, the Delphi Board of Public Works and Safety ("BOW") opened the sealed bids and announced the key terms of each sealed bid in a public meeting;

WHEREAS, after reviewing the responsive bids, the BOW determined that Trash Kans, LLC ("Trash Kans") was the lowest responsive and responsible bidder and recommended awarding a contract for solid waste and recyclables collection and disposal services to Trash Kans ("Contract");

WHEREAS, the proposed Contract is attached hereto as Exhibit A; and

WHEREAS, the Common Council of the City of Delphi wishes to approve the award of the Contract to Trash Kans, approve the Contract, and authorize the execution of the Contract on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Delphi, Indiana that:

Section 1. Award. Pursuant to I.C. § 36-9-30-5.3, the Council hereby approves and authorizes the award of a two (2) year contract for solid waste and recyclables collection and disposal services to Trash Kans.

Section 2. Approval of Contract and Authorization to Execute Contract. The Council hereby approves the Contract and authorizes the Mayor, the President of the Council, the Clerk-Treasurer, and/or any other appropriate officer of the City to execute the Contract on behalf of the City.

Section 3. Effective Date. This Resolution shall be in full force and effect after its adoption and approval by the Mayor.

Adopted by the Common Council of the City of Delphi, Indiana on this 1st day of December, 2025.

Passage by a Majority of the Common Council:

Kamron Yates, Presiding Officer

Attest: Julie Price, Clerk-Treasurer

Approved / Vetoed by me, the Mayor, on this 1st day of December, 2025.

Kamron Yates, Mayor

Attest: Julie Price, Clerk-Treasurer

EXHIBIT A

CONTRACT FOR SOLID WASTE AND RECYCLABLES COLLECTION AND DISPOSAL SERVICE

WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2025, by and between the City of Delphi, Indiana, organized under the laws of the State of Indiana, (hereinafter referred to as the "City"), and TK Trash Kans, LLC (hereinafter referred to as the "Independent Contractor").

WITNESSETH:

Whereas, Independent Contractor is qualified to provide solid waste collection services in accordance with the terms hereof; and

Whereas, the City desires Independent Contractor to collect residential solid waste within the corporate boundaries of the City hereinafter referred to as the "Contract Area", pursuant to the proposal submitted by Independent Contractor to the City.

Now, therefore, in consideration of the mutual covenants, agreements, and considerations contained herein, the City and Independent Contractor hereby agree as follows:

Term: The term of this Agreement is for a two (2) year contract and shall commence on: January 1, 2026 to December 31, 2027. Independent Contractor and the City may mutually agree to renew this agreement for an additional two (2) years at terms mutually agreed upon.

Service to be Performed by Contractor: All persons occupying or maintaining a place of residence within the contract area shall be provided regular weekly garbage collection service and every-other-week recycling collection service under this Contract at the designated collection point. The collection point shall be at the front of the residence at the curbside along street. Pursuant to Indiana law, fall leaf collection is not included in this agreement.

Independent Contractor shall perform all the solid wastes collection, which shall include at least one (1) weekly garbage collection at all places of residence. In addition to residential service, Contractor shall provide waste pickup services to the City as described below in paragraph 21.

Definitions of Basic Trash Removal Service: The word "garbage" as used herein shall mean and comprehend all and every refuse accumulation of animal, fish, fowl, fruit, or vegetable matter that results from the preparation, use, cooking, retail or wholesale dealing in, or storing of meat, fish, fowl, or vegetable and shall include garbage wrapped in paper or its equivalent. Garbage shall also refer to such items as tin cans, glass, bottles,

ashes, papers, magazines, and newsprint, boxes, rags, old shoes, small cartons, etc., in approved containers or plastic bags. Garbage material resulting from ordinary household operations. All garbage material must be placed in the 95-gallon cart provided by the Independent Contractor. Additional garbage must be placed in approved containers or plastic bags 35-gallons or less.

A. Bulk items such as chairs, couches, mattresses, and furniture will be collected, but is limited to one (1) bulk item per household per week. Additional bulk items or large items requiring special collections will require prepayment from the household prior to collection. Special bulk items are defined as but are not limited to, spas/hot tubs, large entertainment centers, pools, excessive volumes of carpet, kitchen cabinets.

B. Excluded items include oil, paint, leaves, and tree limbs: and all debris results from construction repairing or remodeling material from any building whereas a dumpster should be used. Items prohibited by Indiana law such as refrigerators, freezers, air conditioners, washers, dryers, stoves, and water heaters will be taken away. No items that are hazardous material will be taken. No electronics waste as defined by Indiana law such as TV's, VCR's, computers, printers, stereo's, radios, etc. will be taken. Independent Contractor will not dump burn barrels or any barrels with no handles. Independent Contractor will not haul away old burn barrels.

C. Single-Sort Curbside Recycling

Recycling collections will occur on an every-other-week schedule with 95-gallon carts designated for recycling provided and owned by Independent Contractor.

D. Recyclable Material – Independent Contractor reserves the right to add or delete recycling materials depending on end user markets, and will provide adequate notice to City of any changes.

Plastic Containers

- Plastic bottles and all other plastic containers labeled #1, #2, #3 and #5

Paper

- All clean office/printer paper
- All food residuals must be cleaned from all containers.
- Milk and juice cartons
- News Paper
- Junk Mail
- Magazines
- Cardboard (NO pizza boxes)

- Paperback books

Metals

- Aluminum Cans/Clean Foil
- Tin cans and lids – rinsed clean.

Glass Bottles

- ONLY glass bottles and jars

1. **Residential Unit:** The word "residence" as used herein shall mean a dwelling unit such as a home, trailer, or multi-family dwelling, not including hotels or motels. Each unit of multi-family dwelling shall be considered a separate dwelling unit for the purpose of billing with a maximum of three (3) units. Current unit count at signing of this agreement is 1,006 total units being serviced. The unit count will increase or decrease monthly with changes to occupied units as determined by the City and confirmed by the Independent Contractor.

2. **Hours:** Collection shall begin no earlier than 6:00 a.m. on Tuesday of each week. All collections shall be made as quickly as possible. In the event that weather conditions prohibit, at the discretion of the utility superintendent of the City or his/her designee, when any collection is scheduled, Independent Contractor shall not be required to perform collection on that day but shall be responsible for making collection on the next day that the conditions are not prohibitive.

3. **Holidays:** TK Trash Kans observes two (2) holidays; Thanksgiving Day and Christmas Day. In the event if the trash day lands on one (1) of these holidays, TK Trash Kans will provide collection for the City the following day.

4. **Approved Containers:** Independent Contractor shall not be required to collect material that has not been placed in approved containers or in a manner herein provided. All garbage to be collected shall be placed in a suitable container, which are defined as plastic bags of sufficient strength to be placed in the containers described herein. A ninety-five (95) gallon wheeled container shall be provided by Independent Contractor to hold garbage . Independent Contractor will maintain and own all containers for the term of the agreement.

5. **Disposal:** All garbage collected by Independent Contractor shall be disposed of in a sanitary landfill approved by the City and Indiana Department of Environmental Management. (IDEM).

6. **Routes and Schedules:** Independent Contractor hereby agrees that it shall use collection routes and schedules in an efficient and timely manner.

7. **Complaints:** Independent Contractor hereby agrees that if the City receives any complaints regarding its waste collection during a particular day, all such complaints will be resolved by Independent Contractor as quickly as possible, and Independent Contractor shall advise the City as to the disposition of each such complaint. TK Trash Kans requests that all complaints to be transferred to its office at (765) 447-9000 to be solved as soon as possible and will advise the City of disposition of each complaint. A TK Trash Kans Driver will stop periodically at the City Hall a check in for any complaints or problems in trash removal services.

8. **Compliance with Laws:** Independent Contractor shall conduct operations under this agreement in compliance with all applicable Federal, State, and municipal laws and ordinances.

9. **Change in Law Provision:** The cost of solid waste collection, recycling material processing, final disposal and transportation of waste material is a basic cost and consideration of this Agreement. Changes in Federal, State, Local regulations affecting the cost of final disposal, recycling collection, recyclable material processing, and transportation can result in unforeseen changes in the operating, executing, and costs of this Agreement. Industry changes in recycling processing and marketing of recyclable material, disposal, transportation of waste may also affect this Agreement. These changes in cost, which are beyond the control of the City and/or the Independent Contractor or any of its affiliates, the Independent Contractor and the Village shall meet to renegotiate in good faith adjusted prices and other elements of this Agreement.

10. **Indemnity and Insurance:** Independent Contractor shall indemnify, hold harmless, and exempt the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands damages, costs, expenses, and attorney fees incidental at any work done in the performance of this agreement.

A. Independent Contractor shall take out and maintain during the life of the contract such Public Liability and Property Damage Insurance as shall protect it and City from claims for damages for personal injury including accidental death as well as from claims for property damage, which may arise from operations under this contract. The amounts of such insurance to be as follows:

B. Public Liability Insurance in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for injuries, including accidental death to any one person and subject to same limit for each person, in an amount not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) on account of one accident, and property damages in an amount of not less than Fifty Thousand and 00/100 Dollars ($50,000.00).

C. Independent Contractor shall furnish to the City a certificate of insurance with all the foregoing insurance requirements, now, and annually. Failure to so be cause for cancellation of the Contract by the City.

11. **Worker's Compensation:** Independent Contractor shall carry, with an insurance company authorized to transact business in the State of Indiana, a policy that fulfills all the requirements of the Worker's Compensation Act of said State, including all legal requirements of occupational diseases.

12. **Permits and Licenses:** Independent Contractor shall obtain at his own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

13. **Modification:** This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

14. **No Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

15. **Attorney Fees:** In the event it becomes necessary for either of the parties hereto to institute legal proceedings to enforce the terms of the Contract, then the party prevailing in such proceedings shall be entitled to reasonable attorney's fees

16. **Performance Bond:** Independent Contract is required to provide a performance bond to the City of Delphi for the equivalent of six (6) months' revenue as a guarantee of faithful performance during the term of agreement. Said bond shall be executed by and with a surety company acceptable to the City subject to approval as to form and content by the City attorney.

17. **Illegal Provisions:** If any provisions of the Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

18. **Effective Date:** This agreement shall become effective upon City Council approval and its execution by the parties hereto.

19. **Compensation:** In consideration of services performed by Independent Contractor herein, the City shall pay Independent Contractor the sum of $12.50 per household

monthly for the first and second year (2026 and 2027). The City will be billed in advance of the month of service and likewise for each month thereafter.

20. **Choice of Law:** The provisions of this Agreement will be construed in accordance with the laws of the State of Indiana by a court of competent jurisdiction within the State of Indiana.

21. **Force Majeure:** The Contractor's performance of the Service may be suspended, and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, terrorism, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, labor strike or work stoppage, or interference by civil or military authorities. In the event of an occurrence of a force majeure event, the Contractor shall notify the Town immediately, in writing, describing the particulars of the circumstances preventing performance of the service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

21. **Municipal Facilities:** TK Trash Kans will maintain garbage and recycling collections for all the City owned locations noted below. TK Trash Kans will continue trash service at the locations noted below and we reserve the right to adjust service schedules and container sizes which improve the collection services provided.

Street Department Shop	1 - 3-yard container	1x Week
City Building	1 – 3-yard container	1x Week
WWTP	1 - 3-yard container	1x Month
Riley Park	1 – 2-yard container	1x Week
Delphi City Park	1 – 3-yard container	1x Week

21. **Spring Clean Up:** TK Trash Kans will do a spring clean-up for the City that is an additional $1.25 per unit per month for the term of agreement for all residents of Delphi. TK Trash Kans will do a curbside pick-up for residents inside the City limits of Delphi and who pay a water bill with the City. This excludes any businesses and households outside of the City's City limits. The date will be determined and agreed upon between the City and TK Trash Kans. Clean-up waste may not include any excluded materials as defined in this agreement which are banned in Indiana landfills.

22. **Non-Assignment:** Unless otherwise agreed with the City, Independent Contractor shall not subcontract its duties or cause any other person or entity to perform his services. Independent Contractor shall therefore not voluntarily or by operation of law assign or

otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of the City. Assignment approval by the City shall not be unreasonably withheld.

23. **Notice:** All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties

24. **Default/Termination:** If the Independent Contractor becomes insolvent, or at any time fails to perform and comply with his obligations hereunder, or fails in any way to perform his obligations with the promptness, diligence, and in a workmanlike manner, and the City delivers or sends by certified mail a notice to the Independent Contractor specifying the manner in which the Independent Contractor has failed to perform or comply with his obligation and said failure is not a result of a labor strike, act of God, force majeure or other circumstances beyond the control of the Independent Contractor and the Independent Contractor fails to perform and comply with said obligations within fourteen business (14) days after receipt of the notice and has not provided alternate means of remedy to the City, the City shall have the right at its sole discretion to provide any such labor, equipment, and materials and/or terminate the employment of the Independent Contractor and to employ any other person or persons to perform Independent Contractor's work hereunder.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have executed this Agreement at Delphi, Indiana, of the date first above written upon majority City Council approval.

City of Delphi, IN

By: _____
President

Attest: _____
Clerk-Treasurer

Dated: 12/1/25

TK Trash Kans, LLC

By: _____
General Manager

Attest: _____
Government Affairs Manager

Dated: 12-4-25

City of Delphi

102 S Union Street
Delphi, IN 46923

Independent Contractor
Address & Phone:
3454 Renissa Court, Lafayette, IN 47905
(765) 447-9000