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BOARD MINUTES FOR 03/01/94

MARCH 1, 1994

PURSUANT TO A RECESS FROM THE FEBRUARY 22, 1994 MEETING, THE BOARD OF COUNTY COMMISSIONERS, IN AND FOR WASHINGTON COUNTY, MET ON THE ABOVE DATE AT 5:30 P. M. AT THE WASHINGTON COUNTY ADMINISTRATIVE BUILDING, 711 THIRD STREET, CHIPLEY, FLORIDA WITH COMMISSIONERS CORBIN, BROCK, MORRIS, TAYLOR AND CARTER PRESENT. ATTORNEY HOWELL, CLERK EARNESTINE MILLER AND DEPUTY CLERK DIANNE CARTER WERE ALSO IN ATTENDANCE.

CHAIRMAN MORRIS CALLED THE RECESSED MEETING BACK TO ORDER.

COMMISSIONER BROCK ADDRESSED THE COFFEE ISSUE AT THE ADMINISTRATIVE BUILDING. BROCK STATED MS. MCCLOSKEY, 911 DATA BASE MANAGER, SAID AN ESTIMATED 160 CUPS OF COFFEE WERE USED MONTHLY AT A COST OF APPROXIMATELY \$56.00. MCCLOSKEY IS ASSESSING EACH COMMISSIONER \$5.00 EACH TO PAY FOR THIS EXPENSE. COMMISSIONER BROCK WAS QUESTIONING COULDN'T OTHER FUNDS BE USED TO PAY FOR THIS EXPENSE. CHAIRMAN MORRIS SUGGESTED TO LET IT CONTINUE AS IS WITH EACH COMMISSIONER PAYING THEIR PORTION OF THE EXPENSE.

CHAIRMAN MORRIS STATED THE BOARD HAD WANTED HIM TO DRAW UP A PROPOSAL ON SOLID WASTE. HE PRESENTED EACH OF THE COMMISSIONERS A COPY OF THE PROPOSAL. HE SAID THE PROPOSAL CO-MINGLED WITH THE JACKSON COUNTY CONTRACT AND THAT HE HAD FAXED A COPY TO ARGUS FOR THEM TO REVIEW. CHAIRMAN MORRIS REFERENCED ITEM 12 OF THE CONTRACT. IT STATED THE CONTRACT WOULD BE FOR A PERIOD OF FIVE YEARS; THE GRANTEE WOULD PAY FOR A SURVEY TO BE PERFORMED AFTER FOUR AND ONE HALF YEARS; THE SURVEY SHOULD REFLECT 85% OF THE CUSTOMERS ARE SATISFIED WITH THE GRANTEE'S SERVICE; AND AFTER THE FIRST FIVE YEARS, THE COUNTY WOULD HAVE THE OPTION TO RENEW THE CONTRACT EXCEPT THE CONTRACT DURING THE OPTION PERIOD WOULD NOT REQUIRE MANDATORY USE.

CHAIRMAN MORRIS THEN READ ITEM 13 WHICH STATED THE GRANTEE SHALL PAY A 5% FRANCHISE FEE TO THE COUNTY ON ALL GROSS REVENUES.

COMMISSIONER TAYLOR QUESTIONED WHERE DID ARGUS COME FROM AND WHAT KIND OF TRACK RECORD DO THEY HAVE. CHAIRMAN MORRIS EXPLAINED WHEN WEST TRACO STARTED DUMPING AT THE INCINERATOR IN BAY COUNTY, THEY TIED UP WITH ARGUS AND USED ARGUS'S CONTRACT TO DUMP AT THE INCINERATOR. THROUGH MUTUAL RELATIONS, ARGUS OFFERED TO BUY OUT WEST TRACO. MORRIS EXPLAINED ARGUS'S PARENT COMPANY OWNS THE LANDFILL IN HOLMES COUNTY. ARGUS STILL HAS A THREE YEAR CONTRACT WITH BAY COUNTY BEFORE THEY CAN BEGIN UTILIZING A CONTRACT WITH HOLMES COUNTY.

COMMISSIONER TAYLOR QUESTIONED THE COUNTY MADE A CONTRACT WITH TRACO AND DOESN'T SEE WHERE TRACO CAN DEAL WITH ARGUS. CHAIRMAN MORRIS EXPLAINED IF THE BOARD NEGOTIATED A CONTRACT, TRACO HAS ASSIGNED ARGUS THEIR RIGHTS TO NEGOTIATE A CONTRACT. THE CONTRACT WOULD HAVE TO BE SATISFACTORY TO ARGUS. THE CONTRACT WOULD HAVE TO BE RENEWED WITH TRACO NOT ARGUS.

COMMISSIONER CORBIN QUESTIONED ATTORNEY HOWELL ON THE JUDGES RULING ON WHETHER THE COUNTY CAN LEGALLY BREAK THEIR CONTRACT WITH WEST TRACO. ATTORNEY HOWELL ADVISED THE BOARD THE JUDGE TOOK THE MATTER UNDER ADVISEMENT AND WILL GIVE THE BOARD A RULING SOON.

COMMISSIONER CORBIN SAID HE LIKED THE PROVISIONS IN ARTICLE 9 WHERE THE GRANTEE WOULD PROVIDE THE COUNTY WITH 300 BILLINGS PER MONTH AT THE RATE OF \$5.00 PER BILLING; HOWEVER, HE WOULD RATHER SEE THIS CHANGED TO 500 BILLINGS PER MONTH AND FORFEIT THE 5% FRANCHISE FEE IN ORDER FOR MORE CUSTOMERS TO BE RELIEVED OF THEIR BILL.

CHAIRMAN MORRIS STATED HE FEELS THE COUNTY IS RESPONSIBLE FOR INDIGENT CARE AND HE IS WILLING TO HELP; BUT HE HAD RATHER HAVE THE 300 BILLINGS AND GET THE 5% ON GROSS REVENUES.

COMMISSIONER BROCK QUESTIONED WHO OWNS THE SOLID WASTE COMPANY THAT PROVIDES GARBAGE SERVICE FOR JACKSON COUNTY. THE BOARD ADVISED HIM WASTE MANAGEMENT OWNS THE LANDFILL AND OWNS THE SOLID WASTE COMPANY PROVIDING THE SERVICE FOR JACKSON COUNTY.

CHAIRMAN MORRIS ADVISED THE BOARD HE HAD NEGOTIATED IN GOOD FAITH THE BEST HE COULD FOR WASHINGTON COUNTY TO TRY AND SOLVE ALL THE PROBLEMS MENTIONED ON THE PAST CONTRACT. COMMISSIONER CORBIN SAID ALL THE PROBLEMS EXCEPT A MANDATORY AND EXCLUSIVE CONTRACT.

COMMISSIONER CARTER ASKED IF ITEM 16 WOULD BE LEFT IN THE CONTRACT. THIS ITEM STATED ANY HOMEOWNERS WHO QUALIFY FOR OVER SIXTY-FIVE (65) HOMESTEAD EXEMPTION

SHALL RECEIVE A TEN (10%) DISCOUNT FOR MONTHLY BILLINGS. CHAIRMAN MORRIS SAID ITEM 16 WOULD BE ELIMINATED FROM THE CONTRACT.

COMMISSIONER TAYLOR FELT PERSONS HAVING A HOME AND A VACATION HOME IN WASHINGTON COUNTY SHOULDN'T HAVE TO PAY BUT FOR ONE GARBAGE SERVICE. CHAIRMAN MORRIS EXPLAINED A PERSON'S FRIENDS ALSO USE THEIR VACATION HOME AND IT WILL ONLY COST 10% OVER THE NORMAL FEE FOR GARBAGE PICKUP AT BOTH PLACES.

COMMISSIONER TAYLOR REFERENCED THE PICKING UP OF YARD WASTE. CHAIRMAN MORRIS STATED ARGUS WILL PICK UP YARD WASTE ON A NEGOTIATED BASIS BUT IT WILL NOT BE PICKED UP FREE OF CHARGE. TAYLOR SAID IN THE PROPOSAL IT SAID ARGUS WOULD PICK IT UP FREE.

COMMISSIONER CARTER QUESTIONED IF THIS CONTRACT WAS THE SAME AS JACKSON COUNTY'S CONTRACT. CHAIRMAN MORRIS SAID YES EXCEPT FOR THE MANDATORY AND EXCLUSIVE.

CHAIRMAN MORRIS THEN READ ITEM 14 OF THE CONTRACT AND REFERENCED THE PORTION STATING THE COUNTY RESERVES THE RIGHT TO REVIEW THE GRANTEE'S FINANCIAL RECORDS.

COMMISSIONER TAYLOR SAYS PEOPLE ARE CONFUSED ABOUT THE TERM OF THE CONTRACT STATING IF IT IS A TEN YEAR CONTRACT AND YOU CUT IT OFF IN FIVE YEARS, IS IT A FIVE YEAR CONTRACT. TAYLOR ALSO REFERENCED THAT 80% OF THE PERSONS SURVEYED ON WEST TRACO'S SERVICE WERE SATISFIED.

CHAIRMAN MORRIS STATED THE COUNTY WAS BASING NOT RENEWING TRACO'S CONTRACT ON PERFORMANCE STANDARDS. MORRIS SAID THESE PERFORMANCE STANDARDS WERE LISTED IN ITEM 3 OF THE CONTRACT. HE SAID TRACO'S ATTORNEY SAID THERE ARE NO PERFORMANCE STANDARDS IN THEIR PRESENT CONTRACT; THEREFORE, IF THE COUNTY DOESN'T RENEW THE CONTRACT THEY STAND A CHANCE FOR ANOTHER LAWSUIT.

ATTORNEY HOWELL STATED NO ONE WAS GOING TO BID ON GARBAGE DISPOSAL IN WASHINGTON COUNTY AS LONG AS THERE IS A LAWSUIT GOING ON. HE STATED THE COUNTY IS IN COURT TODAY TO DETERMINE IF THEY HAVE THE RIGHT TO RENEW OR NOT RENEW THE CONTRACT, BUT THEY DON'T HAVE AN ANSWER. HOWELL SAID IF THE COUNTY BREAKS TRACO'S CONTRACT, TRACO WILL HAVE NO RECOURSE BUT TO SUE FOR \$700,000.00 DAMAGES. HOWELL STATED IF THE COUNTY RE-NEGOTIATES A CONTRACT WITH TRACO, THEY CAN RE-ASSIGN TO ARGUS. ARGUS WILL PAY MONEY TO WEST TRACO TO BUY OUT THEIR CONTRACT AND THIS WILL BE A WAY OUT FOR THE COUNTY.

COMMISSIONER CARTER WAS ASKED WHY HE WAS PUSHING FOR WEST TRACO. CARTER RESPONDED THE MAJORITY OF THE PEOPLE PLUS THE SURVEY WAS PLEASED WITH TRACO'S SERVICE; THE COUNTY DOESN'T HAVE THE FUNDS TO BE INVOLVED IN ANY MORE LAWSUITS THAN THEY ARE PRESENTLY IN. CARTER ADDED IT WAS NOT REASONABLE ENOUGH NOT TO RENEW THE CONTRACT WITH WEST TRACO, AS HE CAN'T GAMBLE WITH THE COUNTY'S MONEY TO THAT EXTENT.

HARRY TROMBLEY QUESTIONED IF THE COUNTY WAS GOING TO GET IN THE SAME PREDICAMENT WITH THIS CONTRACT AND END UP IN A LAWSUIT. CHAIRMAN MORRIS ADVISED TROMBLEY ARGUS WOULD BE DOING ALL OF THEIR OWN COLLECTIONS; IF PERSONS ARE NOT PAYING THEIR DEBT, AFTER 90 DAYS THE COUNTY WILL SEND THE AMOUNT OWED TO THE TAX COLLECTOR AND IT WILL BE PLACED ON THEIR TAX BILL.

FRANK CORSO QUESTIONED IF TRACO WAS GOING TO CONTINUE TO PICK UP THE GARBAGE EVEN THOUGH THEIR CONTRACT IS OVER WITH AS OF MARCH 1, 1994. CHAIRMAN MORRIS TOLD CORSO TRACO HAS NOT ADVISED THE BOARD THEY WOULDN'T PICK IT UP. CORSO THEN REFERENCED THE \$700,000.00 FIGURE THE BOARD IS USING SAYING THIS IS THE AMOUNT TRACO COULD SUE THE COUNTY FOR DAMAGES. HE STATED THE LIST TRACO PROVIDED ON DELINQUENT ACCOUNTS WAS NOT A REALISTIC LIST; THEREFORE, THE \$700,000.00 IS NOT A REALISTIC FIGURE. HE ASKED THE BOARD WHEN COULD THEY TELL THE PEOPLE THE AMOUNT TRACO WOULD BE SUING FOR. CHAIRMAN MORRIS SAID NOT UNTIL TRACO CAN SHOW THE BOARD MORE REALISTIC FIGURES AND PROBABLY NOT UNTIL IT GETS TO COURT. CORSO SAID THE BOARD NEEDED TO BRING ARGUS IN AND HAVE HARD NEGOTIATIONS WITH THEM.

COMMISSIONER BROCK SAID HE APPRECIATED CHAIRMAN MORRIS'S TIME AND WILLINGNESS TO NEGOTIATE FOR THE COUNTY ON THE SOLID WASTE ISSUE. COMMISSIONER BROCK SAID AS A COUNTY COMMISSIONER HE WILL GO WITH THE MAJORITY BUT HE GOES WITH THE OTHERS TOO. BROCK REFERENCED THE SURVEY DONE ON TRACO'S SERVICE WHERE 80% OF THE CUSTOMERS WERE SATISFIED AND 20% WERE NOT. HE STATED WASHINGTON COUNTY WAS THE ONLY COUNTY THAT HAS A MANDATORY CONTRACT. HE SAID IF THE CONTRACTOR HAS A FRANCHISE THAT CLEARLY GIVES HIM THE GARBAGE BUSINESS, HE DON'T KNOW WHY THE CONTRACTOR WOULD HAVE A PROBLEM WITH LEAVING THE WORD MANDATORY OUT OF IT. HE FELT THE BOARD SHOULD GET WITH THE REPRESENTATIVES OF ARGUS AND NEGOTIATE.

JOHN PRESCOTT ADDRESSED THE BOARD AND READ A LETTER OBJECTING TO RENEWING THE CONTRACT WITH TRACO. COMMISSIONER TAYLOR STATED HE HAD SPOKEN WITH PRESCOTT AND

PRESCOTT SAID HE WAS SATISFIED WITH TRACO'S SERVICE. PRESCOTT SAID HE HAD NO PROBLEM WITH TRACO BUT WITH THE CONTRACT.

AUBREY DAVIS, REPRESENTING HIMSELF AND THE CITIZENS VOICE ASSOCIATION, ADDRESSED THE BOARD SAYING HE DISAGREED WITH THE STATEMENT EVERYTHING THEY HAD COMPLAINED ABOUT HAD BEEN ADDRESSED IN THE PROPOSED CONTRACT EXCEPT FOR MANDATORY. DAVIS AGREED WITH THE COUNTY GOING ALONG WITH THE JACKSON COUNTY CONTRACT AND INCORPORATING A LOT OF POINTS INTO THE CONTRACT. HE STATED MANDATORY AND EXCLUSIVITY WAS 50% OF THE PROBLEM AND QUESTIONED WHY WASHINGTON COUNTY WAS THE ONLY COUNTY STUCK WITH THE EXCLUSIVE, MANDATORY CONTRACT. ATTORNEY HOWELL EXPLAINED ARGUS WAS GOING TO HAVE TO PAY WEST TRACO MONEY TO BUY OUT THEIR CONTRACT AND THAT IS WHY THEY ARE GOING TO HAVE TO KEEP MANDATORY IN THE CONTRACT FOR THE FIRST FIVE YEARS.

DAVIS QUESTIONED IF THERE WAS A GUARANTEE IF THE BOARD REACHED A SATISFACTORY AGREEMENT TRACO WOULD NOT COME BACK AND SUE THE COUNTY. ATTORNEY HOWELL SAID IT WOULD BE PART OF THE CONTRACT TRACO WOULDN'T SUE AS FAR AS SPECIFIC DAMAGES.

DAVIS STATED HE WAS CONCERNED NEGOTIATIONS ARE GOING ON WITH TRACO AND ARGUS AND NO HARD NEGOTIATIONS GOING ON REPRESENTING THE PEOPLE. HE LISTED THINGS WHICH WERE NOT SATISFACTORY IN THE CONTRACT:

1. MANDATORY AND EXCLUSIVITY
2. TRACO (ARGUS) WILL HAVE A 1-800 NUMBER. DAVIS QUESTIONED IF THERE WAS ANY LONG DISTANCE CALLS IN WASHINGTON COUNTY. CHAIRMAN MORRIS ADVISED DAVIS THERE WAS.
3. COUNTY GOVERNMENT BECOMES COLLECTOR FOR A PRIVATE BUSINESS. DAVIS QUESTIONED NO INTEREST ACCRUING ON UNPAID AMOUNTS UPON EXECUTION OF AGREEMENT. CHAIRMAN MORRIS SAID THIS WAS TRUE.
4. TRACO WILL BE REQUIRED TO PROVIDE PERFORMANCE BOND OF \$300,000.00. DAVIS SAID FIVE YEARS AGO THIS WAS IN THE AGREEMENT BUT TRACO DID NOT HAVE TO PROVIDE THE BOND. DAVIS ASKED IF ARGUS AND TRACO HAD AGREED TO THE PERFORMANCE BOND. MORRIS SAID TRACO CAN'T GET ONE. DAVIS QUESTIONED IF TRACO CAN GET THE CONTRACT IF THEY CAN'T PROVIDE A PERFORMANCE BOND.

CHAIRMAN MORRIS SAID THE PERFORMANCE BOND WAS BASED ON ARGUS GETTING THE CONTRACT, ADDING THAT TRACO HAS ASSIGNED THEIR RIGHTS TO ARGUS TO NEGOTIATE FOR THEM.

COMMISSIONER CARTER STATED WHAT CHAIRMAN MORRIS PRESENTED TO THE BOARD WAS HIS AND ATTORNEY HOWELL'S RESPONSE ON WHAT EACH OF THE BOARD MEMBERS HAD GIVEN TO THEM AS TO WHAT THEY WANTED TO BE ADDRESSED IN THE CONTRACT NEGOTIATIONS.

DAVIS SAID HE WAS TRYING TO BE HELPFUL AND CONSTRUCTIVE, AND NOT CRITICAL. DAVIS QUESTIONED DIDN'T THE ORIGINAL CONTRACT CALL FOR A PERFORMANCE BOND BUT IT WAS WAIVED. HE SAID IF THE BOARD WAS RE-NEGOTIATING THE SAME CONTRACT, TRACO SHOULDN'T HAVE A CONTRACT. CHAIRMAN MORRIS SAID THE BOARD WOULD BE ELIMINATING THE PAST CONTRACT AND INCORPORATING THE JACKSON COUNTY CONTRACT INTO A NEW CONTRACT.

DAVIS CONTINUED WITH HIS POINTS OF CONCERN ON THE PROPOSED CONTRACT.

5. GARBAGE PICKUP ON A PUBLIC ROAD OR PRIVATE DRIVE. HE STATED ON THE PRESENT CONTRACT, TRACO WILL PICK UP ON A PUBLIC ROAD OR PRIVATE DRIVE BUT ON THE PROPOSED CONTRACT PRIVATE DRIVE IS TAKEN OUT EXCEPT FOR THE HANDICAPPED AND ELDERLY. CHAIRMAN MORRIS SAID IF A PERSON HAS A PRIVATE DRIVE ONE QUARTER MILE OFF A HIGHWAY THAT IS NOT COUNTY MAINTAINED, TRACO CAN'T GET TO THAT DRIVEWAY. DAVIS THEN SAID TRACO NOW PICKS UP SOME PEOPLES GARBAGE ON PRIVATE DRIVES; STATING TRACO USES THEIR OWN OPINION AS TO WHOSE THEY PICK UP.
6. ITEM 9 OF THE PROPOSED CONTRACT WHERE TRACO WOULD PROVIDE COUNTY WITH 300 BILLINGS PER MONTH AT THE RATE OF \$5.00 PER BILLING WITH THE BOARD DETERMINING THE INDIVIDUAL ACCOUNTS TO GET THESE CUT RATES. CHAIRMAN MORRIS EXPLAINED THIS WAS TO HELP THE ELDERLY, HANDICAPPED AND INDIGENT PEOPLE.
7. ITEM 12 OF THE PROPOSED CONTRACT STATING THE CONTRACT IS GOOD FOR FIVE YEARS WITH TRACO PAYING FOR A SURVEY TO BE DONE AFTER FOUR AND ONE-HALF YEARS WITH THE SURVEY RESULTS HAVING TO REFLECT AT LEAST 85% OF CUSTOMERS ARE SATISFIED. DAVIS STATED THE PROBLEM WITH THIS IS THE BOARD IS ACCEPTING

15% OF DISSATISFIED CUSTOMERS. HE FELT 5% WOULD BE MORE APPROPRIATE.

8. RECYCLING DAVIS SAID THERE WAS NOTHING IN THE PROPOSED CONTRACT TO ADDRESS OR ENCOURAGE RECYCLING.

DAVIS SAID BRUSH CANNOT BE PUT IN LANDFILLS, ADDING THE COUNTY NEEDS A CLASS 3 LANDFILL.

DAVIS SAID CITIZENS VOICE WAS STILL GOING TO OPPOSE ANY EXCLUSIVE OR MANDATORY CONTRACT. HE TOLD THE BOARD IF THEY WOULD STAND UP FOR THE PEOPLE, CITIZENS VOICE WOULD SUPPORT THEM IN NOT RENEWING THE CONTRACT.

MARTY MEARS ASKED HOW TRACO CAN TAKE THE COUNTY TO COURT IF THIS CONTRACT IS OUT. HE TOLD THE BOARD TO LOOK AT THE PEOPLE WHO ARE DISSATISFIED. HE QUESTIONED THE SURVEY THAT WAS DONE ON WEST TRACO'S SERVICE, STATING NOBODY CALLED HIM. HE ASKED HOW COULD A SURVEY BE DONE WITHOUT CONTACTING EVERYBODY IN THE COUNTY.

COMMISSIONER TAYLOR RESPONDED TO MEARS QUESTION. HE ADVISED MEARS THE UNIVERSITY OF WEST FLORIDA TOLD THE BOARD 250 PEOPLE WOULD GIVE A VALID SURVEY, BUT THE BOARD ASK THEM TO SURVEY 500. HE SAID THE SOLID WASTE COMMITTEE WAS GOING TO DO THE SURVEY IN THE BEGINNING BUT THEN DECIDED SINCE THEY WERE APPOINTED BY THE BOARD, THEY WOULD LET THE UNIVERSITY OF WEST FLORIDA DO THE SURVEY. THE UNIVERSITY ASSURED THE BOARD OF A VALID SURVEY, ADDING THAT THE BOARD OR NO ONE ELSE KNEW HOW THE SURVEY WAS GOING TO COME OUT.

AUBREY DAVIS STATED THE CONTRACT IS THE ISSUE, NOT TRACO'S SERVICE. HE SAID THE SURVEY SHOULD HAVE ASKED THE PEOPLE IF THEY WERE SATISFIED WITH THE CONTRACT. DAVIS SAID IF THE BOARD WOULD STRIKE EITHER EXCLUSIVE OR MANDATORY FROM THE CONTRACT, HE WOULD SIT DOWN AND HUSH.

VIRGINIA GRIFFIN ADDRESSED THE BOARD SAYING SHE HAD SPOKEN WITH THE E911 DATABASE MANAGER AND WAS TOLD IF THERE ARE TWO OR MORE HOUSES ON A ROAD, IT WOULD BE CONSIDERED A COUNTY ROAD; BUT IF THERE IS ONLY ONE HOUSE ON THE ROAD IT WOULD BE CONSIDERED A PRIVATE ROAD. COMMISSIONER CARTER ADVISED MS. GRIFFIN, MCCLOSKEY WAS ADVISING HER PERTAINING TO 911 CRITERIA ONLY.

JOHN HARTZOG ADDRESSED THE BOARD ON THE 10% FOR VACATION HOMES. HE STATED HE BRINGS HIS GARBAGE HOME WHEN HE GOES CAMPING AND DOESN'T KNOW WHERE THE BOARD CAN COME UP WITH IT BEING AN ADVANTAGE IN HAVING TO PAY 10% PLUS THE NORMAL GARBAGE PICKUP FEE IF YOU HAVE A HOME AND VACATION HOME. HE ALSO ADDED THAT TRACO IS PICKING UP GARBAGE ON A LOT OF PRIVATE ROADS AND THEY ARE NOT FOR INDIGENT PEOPLE.

MICKEY WRIGHT ADDRESSED PRIVATE DRIVES. CHAIRMAN MORRIS TOLD WRIGHT IF THERE IS A PRIVATE ROAD THE SCHOOL BUS ROUTE GOES ON, THE COUNTY DOES MAINTAIN THE ROAD.

DUANE JOHNSON ADDRESSED THE BOARD SAYING HE FELT IF THE WORD MANDATORY WAS TAKEN FROM THE CONTRACT, THERE WOULD NOT BE A SINGLE CUSTOMER TO QUIT USING THEM.

COMMISSIONER CORBIN STATED IF THE WORD MANDATORY WAS TAKEN OUT, MAYBE TRACO WOULD BE MORE COURTEOUS TO THEIR CUSTOMERS.

BILL ACUFF ADDRESSED THE BOARD AND QUESTIONED WHY THE BOARD DECIDED TO MAKE THE NEW CONTRACT WORSE BY INCLUDING BUSINESSES IN IT. CHAIRMAN MORRIS SAID BUSINESSES WAS IN THE OLD CONTRACT. ACUFF THEN QUESTIONED THE DEFINITION OF BUSINESS. MORRIS STATED ANYONE IN RETAIL BUSINESS. ACUFF QUESTIONED IF A FARMER WAS GOING TO BE CONSIDERED A BUSINESS. CHAIRMAN MORRIS STATED THE WORD "BUSINESS" WOULD BE CLARIFIED IN THE CONTRACT.

ACUFF SAID THE \$700,000.00 FIGURE USED IN DETERMINING THE AMOUNT OF DAMAGES TRACO COULD SUE THE COUNTY FOR IF THEY DON'T RENEW THE CONTRACT APPARENTLY BOTHERS THE COMMISSIONERS QUITE A BIT. HE SAID TRACO IS CONTINUING TO VIOLATE THE CONTRACT FLAGRANTLY. HE SAID HE HAD ASKED TRACO TO PICK UP HIS GARBAGE BUT THEY WOULDN'T COME DOWN A PRIVATE DRIVE. HE QUESTIONED THE BOARD IF THAT AND OTHER PROBLEMS BROUGHT TO THE BOARD'S ATTENTION WERE NOT JUSTIFIABLE TO NOT RENEW THE CONTRACT. HE ASKED IF THE BOARD HAD TO NEGOTIATE A CONTRACT WITH ARGUS. ATTORNEY HOWELL ADVISED HIM THE BOARD DID NOT HAVE TO CONTRACT WITH ARGUS. ACUFF ASKED IF THERE WAS ANYTHING IN THE DEAL THE BOARD IS MAKING WITH ARGUS THAT ONCE TRACO GETS THE CONTRACT, AND IF ARGUS SAYS THEY DON'T WANT IT, IS THERE ANY PROTECTION THERE. CHAIRMAN MORRIS SAID YES, A \$300,000.00 PERFORMANCE BOND.

ACUFF THEN QUESTIONED MORRIS IF TRACO PICKED UP HIS GARBAGE AT A COUNTY ROAD. MORRIS ADVISED ACUFF THAT TRACO PICKED UP HIS GARBAGE BEHIND HIS HOME. ACUFF SAID THE NEW DEAL IS TRACO WON'T PICK UP ON A PRIVATE ROAD AND HE LIVES ONE-HALF MILE OFF OF A COUNTY ROAD. HE STATED THE BOARD SAYS PUT THE GARBAGE ON THE RIGHT OF WAY. HE ASKED DID HE PUT IT IN A DITCH. CHAIRMAN MORRIS ADVISED ACUFF TO PUT IT SIDE OF THE DIRT ROAD. ACUFF WAS REQUESTING THE BOARD ADDRESS THE ISSUE OF PRIVATE ROADS IN THE

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CONTRACT NOW OR THEY WOULD HAVE MORE PROBLEMS. ACUFF SAID TRACO HAD VIOLATED THEIR CONTRACT WITH HIM BECAUSE THEY REFUSED TO PICK UP HIS GARBAGE AND ASKED THE BOARD WHAT WERE THEY GOING TO DO ABOUT IT. HE ADVISED THE BOARD TRACO DIDN'T COME LOOK AT THE ROAD TO SEE IF IT WAS ACCESSIBLE.

ACUFF THEN ASKED COMMISSIONER CARTER IF HE WAS ANY BLOOD RELATIONS TO TOMMY CARTER OF WEST TRACO. COMMISSIONER CARTER ADVISED ACUFF HE WAS NOT. ACUFF THEN ASKED COMMISSIONER TAYLOR IF HE WAS. COMMISSIONER TAYLOR ADVISED ACUFF THAT HIS GRANDMOTHER AND TOMMY CARTER'S GRANDFATHER WAS BROTHERS AND SISTERS. ACUFF SAID TAYLOR HAD AN INTEREST AND WAS GOING TO VOTE THE WAY CLOSEST TO HIM. TAYLOR ADVISED ACUFF TRACO WAS GIVEN THEIR TEN YEAR CONTRACT BEFORE HE CAME ABOARD AND HE WOULD VOTE THE VERY BEST HE KNEW HOW.

COMMISSIONER BROCK QUESTIONED IF A COPY OF THE PROPOSED CONTRACT HAD BEEN SENT TO ARGUS. CHAIRMAN MORRIS SAID A COPY HAD BEEN FAXED TO ARGUS.

COMMISSIONER TAYLOR STATED HE FELT MORRIS HAD DONE HIS BEST ON CONTRACT NEGOTIATIONS. HE SAID THE ONLY SUGGESTIONS HE HAD GIVEN WERE HE DIDN'T LIKE MANDATORY IN THE CONTRACT OR THE SPECIAL ASSESS- MENT BEING PLACED ON THE TAX ROLLS. HE SAID BOTH WERE STILL IN THE CONTRACT.

ACUFF STATED IF YOU TAKE THE WORD MANDATORY OUT, HE WOULDN'T HAVE A PROBLEM.

COMMISSIONER BROCK STATED IF THE BOARD WOULD TAKE THE MINORITY AND THE MAJORITY, TAKE THE WORD MANDATORY OUT OF THE CONTRACT, THEY WOULD BE SATISFYING BOTH SIDES.

COMMISSIONER CORBIN OFFERED A MOTION, SECONDED BY COMMISSIONER CARTER AND CARRIED TO INVITE THE REPRESENTATIVES OF ARGUS TO MEET WITH THE BOARD ON CONTRACT NEGOTIATIONS.

COMMISSIONER CORBIN OFFERED A MOTION, SECONDED BY COMMISSIONER BROCK AND CARRIED TO RECESS UNTIL TUESDAY, MARCH 8, 1994 AT 5:30 P.M.

ATTEST: _____

CLERK

CHAIRMAN

ATTEST: _____

DEPUTY CLERK

END OF MINUTES FOR 03/01/94