

City

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 01-04-04-40

AN ORDINANCE APPROVING CONTRACT FOR GARBAGE COLLECTION SERVICES

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 2nd¹

DAY OF April, 2001.

PRESENTED: April 2, 2001

PASSED: April 2, 2001

APPROVED: April 2, 2001

RECORDED: April 2, 2001

PUBLISHED: April 2, 2001

In Pamphlet Form

Voting "Aye" 3

Voting "Nay" 2

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)



City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: April 2, 2001.

ORDINANCE NO. 01-04-04-40

AN ORDINANCE APPROVING CONTRACT FOR GARBAGE COLLECTION SERVICES

WHEREAS, the Mayor and City Council of the City of LeRoy find that it is in the best interests of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, to contract with a private disposal firm to pick up garbage and refuse from the residences and many of the businesses located within the City of LeRoy,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. The City Council hereby approves the contract, a copy of which is set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that contract as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the city.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Ron Litherland, seconded by Dawn Thompson, by roll call vote on the 2nd day of April, 2001, as follows:

Aldermen elected 6 Aldermen present 5

VOTING AYE:

Steve Dean, Dawn Thompson, Ron Litherland
(full names)

VOTING NAY:

Ryan Miles, W. H. Weber
(full names)

ABSENT:

Dave McClelland

(full names)

ABSTAIN:

None


(full names)

OTHER:

None


(full names)

and deposited and filed in the office of the acting City Clerk in said municipality on the 2nd day of
April, 2001.


X 
Sue Marcum, City Clerk of the City of LeRoy,
McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 2nd day of

April, 2001.

X 
Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

X 
Sue Marcum, City Clerk, City of LeRoy,
McLean County, Illinois

REFUSE COLLECTION AGREEMENT

IT IS MUTUALLY AGREED by and between the City of Le Roy, Illinois ("City") and American Disposal ("Contractor"), in consideration of the mutual covenants, promises, and conditions herein as follows:

1. RESIDENTIAL AND COMMERCIAL REFUSE SERVICE. The Contractor will remove once weekly from every dwelling, and as reasonably required from every commercial establishment in the City, all garbage and other kitchen refuse, ashes, and other refuse. Miscellaneous rubbish, including furniture (but excluding yard waste, trees, large shrubs, and hazardous substances), will be removed weekly when placed in the alley or at the curb. A schedule of the pickup routes and the days of collection will be submitted to the City by the Contractor. This schedule will not be changed without the consent of the City.

2. APPLIANCES. The Contractor will remove appliances from every residential unit in the City every Thursday of each week as long as the call-in for removal of such appliance(s) is made by the City to the Contractor no later than 3:00 p.m. on Wednesday of each week. Individuals desiring appliances be picked up by Contractor shall call the City to leave word of the need for an appliance pick up. Contractor will remove the appliances at no charge.

3. CHARGES FOR SERVICE. For purposes of this Agreement, the term "unit" shall mean each dwelling or place of business which has a separate water meter.

A. The City will pay the Contractor based on Exhibit A attached and made part of this agreement from March 1, 2001, through October 31, 2001.

B. The City will pay the Contractor based on Exhibit B attached and made part of this agreement from November 1, 2001, through October 31, 2002.

C. The City will pay the Contractor based on Exhibit C attached and made part of this agreement from November 1, 2002, through October 31, 2003.

D. The compensation to Contractor will be adjusted monthly on the basis of any increase or decrease in the number of units and their respective billing classification as they were serviced during the previous month. This information will be based on American Disposal's monthly report of commercial pick ups and the City's monthly report of changes in residential service.

4. REFUSE COLLECTION SERVICE TO CITY-OWNED BUILDINGS. Contractor will furnish refuse collection service for all City-owned buildings within the City without any compensation to Contractor.

5. GENERAL CONTRACTOR PROVISIONS.

A. Term. The term of this Agreement will be for a period of approximately three (3) years, commencing on November 1, 2000, and expiring on October 31, 2003, both dates inclusive.

B. Service. Contractor will maintain a telephone for the receipt of service calls or complaints and will be available for such calls on all business days from 9:00 a.m. to 3:30 p.m. All complaints will be given prompt and courteous attention and, in the case of missed, scheduled collections, the Contractor will pick up all materials not collected within 24 hours after the complaint is received.

C. Manner of Performance. The Contractor will perform all services in an orderly and efficient manner, using care and diligence in the performance of this Agreement, and will provide neat and courteous employees.

D. Employees of Contractor. Employees of the Contractor will not be or become employees of the City. The Contractor will cover all employees with Workers Compensation Insurance and present a certificate of such insurance to the City.

E. Liability Insurance Protection. The Contractor will provide adequate insurance coverage for all of its equipment, employees, and operations under this Agreement. The contractor will carry public liability insurance in the amount of not less than \$1,000,000 for injuries, including accidental death. Certificates or other evidence of such insurance will be furnished by the Contractor to the City.

F. Compliance with Authority. The Contractor agrees to comply at all times with all laws, ordinances, and regulations of the City and the State of Illinois at any time properly applicable to the Contractor's operations under this Agreement; and as necessary Contractor and the City will amend this Agreement in order to render such compliance compatible with the terms hereof as to service and compensation.

G. License. Contractor agrees to obtain and pay for all licenses from the City which are required to operate as a scavenger service within the City.

H. Institution of Recycling and Waste Programs. In the event that during the term of this Agreement any changes occur in local ordinances or state laws which require the City to become a member of a group of municipalities agreeing to dispose of its refuse in a waste-to-energy facility or regional incinerator, the City and Contractor agree to renegotiate this Agreement to allow for a new unit price which reflects changed conditions including, but not limited to, disposal fees and vehicle depreciation due to travel time.

I. This Agreement is freely assignable by Contractor so long as Contractor presents to the City a letter from the successor Contractor demonstrating the successor Contractor's agreement and ability, financial and otherwise, to perform all terms and conditions of this Agreement.

J. Contractor will provide to the City a performance bond in the amount of \$25,000 to secure its performance under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 2nd day of April, 2001.

CITY OF LE ROY, an Illinois
municipal corporation,

American Disposal Service

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

AMERICAN DISPOSAL CONTRACT
 YEAR 1: NOVEMBER 1, 2000 - OCTOBER 31, 2001

RATE DESCRIPTION	PER WEEK	# USERS	HOUSEH	PAID TO	AMERICAN
SINGLE RESIDENCE	ONCE	1185	1185	\$7.50	\$106,650
CAN/BAGS	ONCE	11		\$7.50	\$990
ONE YARD	ONCE	4		\$22.00	\$1,056
ONE & ONE-HALF YARD	ONCE	11		\$26.00	\$3,432
ONE & ONE-HALF YARD	TWICE	1		\$45.00	\$540
ONE & ONE-HALF YARD	FOUR	1		\$80.00	\$960
TWO YARD (1)	ONCE	30		\$32.00	\$11,520
TWO YARD(1)	TWICE	8		\$52.00	\$4,992
TWO YARD(1)	THREE	2		\$72.00	\$1,728
TWO YARD (2)	ONCE	1		\$98.00	\$1,176
TWO YARD (3)	TWICE	3		\$140.00	\$5,040
TWO YARD (3)	THREE	1		\$198.00	\$2,376
TWO YARD (4)	ONCE	1		\$116.00	\$1,392
THREE YARD (1)	TWICE	1		\$76.00	\$912
THREE YARD (1)	FOUR	1		\$76.00	\$912
FOUR YARD (1)	ONCE	4		\$46.00	\$2,208
FOUR YARD (1)	TWICE	2		\$88.00	\$2,112
FOUR YARD (1)	THREE	1		\$122.00	\$1,464
SIX YARD (2)	ONCE	1		\$98.00	\$1,176
SIX YARD (1)	TWICE	1		\$98.00	\$1,176
SIX YARD (1)	THREE	3		\$132.00	\$4,752
SIX YARD (1)	FOUR	1		\$176.00	\$2,112
SIX YARD (1)	FOUR	1		\$232.00	\$2,784
TOTAL RESIDENTIAL		1275			\$161,460

EXHIBIT A

AMERICAN DISPOSAL CONTRACT
YEAR 2: NOVEMBER 1, 2001 - OCTOBER 31, 2002

RATE DESCRIPTION	PER WEEK	# USERS	HOUSEH	PAID TO	AMERICAN
SINGLE RESIDENCE	ONCE	1185	1185	\$7.73	\$109,921
CAN/BAGS	ONCE	11		\$7.73	\$1,020
ONE YARD	ONCE	4		\$22.66	\$1,088
ONE & ONE-HALF YARD	ONCE	11		\$26.77	\$3,534
ONE & ONE-HALF YARD	TWICE	1		\$46.35	\$556
ONE & ONE-HALF YARD	FOUR	1		\$82.40	\$989
TWO YARD (1)	ONCE	30		\$32.95	\$11,862
TWO YARD(1)	TWICE	8		\$53.55	\$5,141
TWO YARD(1)	THREE	2		\$74.15	\$1,780
TWO YARD (2)	ONCE	1		\$100.90	\$1,211
TWO YARD (3)	TWICE	3		\$144.20	\$5,191
TWO YARD (3)	THREE	1		\$203.90	\$2,447
TWO YARD (4)	ONCE	1		\$119.48	\$1,434
THREE YARD (1)	TWICE	1		\$78.28	\$939
THREE YARD (1)	FOUR	1		\$78.28	\$939
FOUR YARD (1)	ONCE	4		\$47.38	\$2,274
FOUR YARD (1)	TWICE	2		\$90.64	\$2,175
FOUR YARD (1)	THREE	1		\$125.66	\$1,508
SIX YARD (2)	ONCE	1		\$100.90	\$1,211
SIX YARD (1)	TWICE	1		\$100.90	\$1,211
SIX YARD (1)	THREE	3		\$135.95	\$4,894
SIX YARD (1)	FOUR	1		\$181.25	\$2,175
SIX YARD (1)	FOUR	1		\$238.95	\$2,867
TOTAL RESIDENTIAL		1275			\$166,367

EXHIBIT B

AMERICAN DISPOSAL CONTRACT

YEAR 3: NOVEMBER 1, 2002 - OCTOBER 31, 2003

RATE DESCRIPTION	PER WEEK	# USERS	HOUSEH	PAID TO	AMERICAN
SINGLE RESIDENCE	ONCE	1185	1185	\$7.96	\$113,191
CAN/BAGS	ONCE	11		\$7.96	\$1,051
ONE YARD	ONCE	4		\$23.34	\$1,120
ONE & ONE-HALF YARD	ONCE	11		\$27.57	\$3,639
ONE & ONE-HALF YARD	TWICE	1		\$47.74	\$573
ONE & ONE-HALF YARD	FOUR	1		\$84.87	\$1,018
TWO YARD (1)	ONCE	30		\$33.94	\$12,218
TWO YARD(1)	TWICE	8		\$55.16	\$5,295
TWO YARD(1)	THREE	2		\$76.37	\$1,833
TWO YARD (2)	ONCE	1		\$103.93	\$1,247
TWO YARD (3)	TWICE	3		\$148.53	\$5,347
TWO YARD (3)	THREE	1		\$210.00	\$2,520
TWO YARD (4)	ONCE	1		\$123.06	\$1,477
THREE YARD (1)	TWICE	1		\$80.63	\$968
THREE YARD (1)	FOUR	1		\$80.63	\$968
FOUR YARD (1)	ONCE	4		\$48.80	\$2,342
FOUR YARD (1)	TWICE	2		\$93.36	\$2,241
FOUR YARD (1)	THREE	1		\$129.43	\$1,553
SIX YARD (2)	ONCE	1		\$103.93	\$1,247
SIX YARD (1)	TWICE	1		\$103.93	\$1,247
SIX YARD (1)	THREE	3		\$140.00	\$5,040
SIX YARD (1)	FOUR	1		\$186.69	\$2,240
SIX YARD (1)	FOUR	1		\$246.12	\$2,953
TOTAL RESIDENTIAL		1275			\$171,330

EXHIBIT C

CERTIFICATE

I, Sue Marcum, certify that I am the duly appointed and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

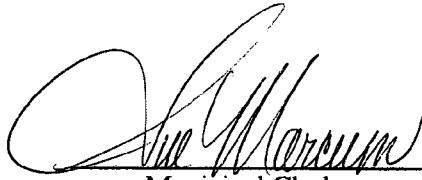
I further certify that on April 2nd, 2001, the Corporate Authorities of such municipality passed and approved Ordinance No. 01-04-04-40, entitled:

AN ORDINANCE APPROVING CONTRACT FOR GARBAGE COLLECTION SERVICES, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 01-04-04-40 including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on April 2nd, 2001, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 2nd day of April, 2001

(SEAL)



Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such acting City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING CONTRACT FOR GARBAGE COLLECTION SERVICES.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 2nd day of April, 2001, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 2nd day of April, 2001.


x _____
City Clerk

(SEAL)