

**CITY OF LeROY  
COUNTY OF McLEAN  
STATE OF ILLINOIS**

**ORDINANCE NO.** 466

**ORDINANCE APPROVING GARBAGE COLLECTION CONTRACT**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 5th DAY OF October, **1992.**

PRESENTED: October 5, 1992

PASSED: October 5, 1992

APPROVED: October 5, 1992

RECORDED: October 5, 1992

PUBLISHED: October 5, 1992

**In Pamphlet Form**

Voting "Aye" 6

Voting "Nay" 0

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)

*Juanita Hagley*  
City Clerk of the City of LeRoy,  
McLean County, Illinois

Dated: October 5, 1992.

**ORDINANCE APPROVING GARBAGE COLLECTION CONTRACT**

**WHEREAS**, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it necessary for the City to enter into an agreement for the pick-up and hauling of garbage, trash and refuse from the residences and commercial establishments in the City of LeRoy, and

**WHEREAS**, it will be necessary to enter into an agreement with a private, independent contractor to pick-up and haul such garbage, trash and refuse,

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

**SECTION 1.** The contract attached hereto, identified as Exhibit "A," and incorporated herein by reference, is hereby approved.

**SECTION 2.** The Mayor and City Clerk of the City of LeRoy are hereby directed to execute said contract, in the original and as many copies as may reasonably be required, retaining a signed copy of the contract for the City, after all necessary signatory parties have signed. By the passage and approval of this Ordinance, the City of LeRoy, through the Mayor and City Council, hereby ratifies the approval of the aforesaid contract first made on or about November 1, 1991, and hereby deems said contract to have been in full force and effect and binding on the City of LeRoy since November 1, 1991.

**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 William Swindle, seconded by Robert D. Johnson, by roll call vote on the 5th day of October, 1992, as follows:

Aldermen elected 6 Aldermen present 6

**VOTING AYE:**

William Swindle, Gary Builta, Randy Zimmerman, Robert D. Johnson  
\_\_\_\_\_  
(full names) David Spratt, Jerry Davis

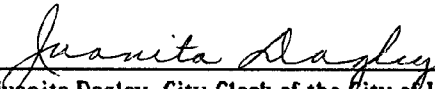
**VOTING NAY:**

None  
\_\_\_\_\_  
(full names)

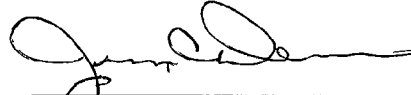
**ABSENT, ABSTAIN, OTHER:**

None  
\_\_\_\_\_  
(full names)

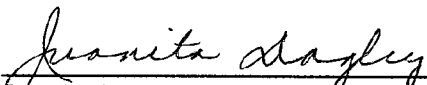
and deposited and filed in the office of the City Clerk in said municipality on the  
5th day of October, **1992**.

  
\_\_\_\_\_  
Juanita Dagley, City Clerk of the City of LeRoy,  
McLean County, Illinois

**APPROVED BY** the Mayor of the City of LeRoy, Illinois, this 5th day of  
October, **1992**.

  
\_\_\_\_\_  
Jerry C. Davis, Mayor of the City of LeRoy,  
McLean County, Illinois

ATTEST: (SEAL)

  
\_\_\_\_\_  
Juanita Dagley, City Clerk, City of LeRoy,  
McLean County, Illinois

## RESIDENTIAL REFUSE COLLECTION AGREEMENT

IT IS MUTUALLY AGREED by and between the CITY OF LEROY, ILLINOIS ("City") and MCLEAN COUNTY DISPOSAL AND RECYCLING SERVICES, a division of WASTE MANAGEMENT OF ILLINOIS, INC. ("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 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, appliances, hazardous substances and construction debris), 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. If all chlorofluorocarbons ("CFCs") have been removed from the appliances, and if the resident provides sufficient evidence that the CFCs have been removed, Contractor will remove the appliances at no charge on the regular collection day. If the CFCs have not been removed, the resident will pay a \$25 charge to Contractor for removal, and such removal shall take place on the last Friday of each month.

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 \$5.59 per unit, per month, effective November 1, 1991 through October 31, 1992, for a total of \$6,119 per month:

B. The City will pay the Contractor \$5.87 per unit, per month, effective November 1, 1992 through October 31, 1993, for a total of \$6,657 per month.

C. The City will pay the Contractor \$6.16 per unit, per month, effective November 1, 1993 through October 31, 1994, for a total of \$6,985 per month.

D. The compensation to the Contractor will be adjusted monthly on the basis of increase or decrease in the number of units serviced during the previous month. The City will notify the Contractor of new units as reflected by the City records.

E. The above rates are based on data contained in the City's specifications for garbage disposal attached as Exhibit A. If the information contained in the section of the specifications entitled "DATA" changes substantially during the term of this Agreement, the City and the Contractor will negotiate in good faith an adjustment to the above rates.

Exhibit A

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.

5. GENERAL CONTRACT PROVISIONS.

A. Term. The term of this Agreement will be for a period of three years, commencing on November 1, 1991 and expiring on October 31, 1994, 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 Worker's 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 5<sup>th</sup>  
day of October, 1992, effective as of November 1, 1991.

CITY OF LEROY, a municipal  
corporation of Illinois

By:   
\_\_\_\_\_  
Mayor

MCLEAN COUNTY DISPOSAL AND RECYCLING  
SERVICES, a division of Waste Management  
of Illinois, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF LEROY, ILLINOIS  
Specifications for garbage disposal

TO: All prospective bidders for garbage disposal for the City of LeRoy, Illinois  
You are hereby notified that the City of LeRoy will accept bids for garbage disposal, and the following is a guide for prospective bidders outlining the requirements as set forth by the City.

REQUIREMENTS:

1. The bidder will be required to furnish all equipment and labor necessary for garbage disposal.

- (a) The equipment of the bidders shall be suitable for garbage collection and hauling and disposal and shall meet requirements of the State of Illinois and the Public Health Department. The equipment shall consist of a truck of adequate size and in good condition equipped with a packer bed which shall be loaded from the rear and shall be designed to pick up special one-yard garbage containers. The bed shall be water tight and shall be covered and enclosed except for the rear where it is loaded.

Each bidder shall furnish evidence that he has back-up equipment of suitable condition to replace his primary equipment in the event of a temporary breakdown.

- (b) The bidder shall furnish public liability and property damage insurance and shall furnish proof that he has insurance in force protecting himself and the City of LeRoy, Illinois, with limits of a minimum of \$100,000.00 per person and \$300,000.00 per occurrence.
- (c) The successful bidder shall be required to give a performance bond equal to approximately the annual contract price.
- (d) The bidders shall furnish evidence before any contract is signed that he has Worker's Compensation Insurance in force for all employees. In the event the bidder did not have any employees when the contract was entered in to, then before employing anyone specifically for the fulfillment of this contract or allowing an employee to begin work to satisfy this contract, the bidder will be required to file with the City Clerk proof that he has Worker's Compensation Insurance in force.
2. The bidder shall haul the garbage away and dispose of it in a manner as not to create any public nuisance and, specifically, shall cover all garbage as hereinafter defined so as not to be in violation of the Public Health Code of the State of Illinois, or the Statutes of the State of Illinois.
- The bidders shall be as neat and clean as possible in hauling and disposing of said garbage and shall under no circumstance create a public or private nuisance in connection therewith.
- The successful bidder shall not pick up any garbage after sunset or on Sunday.
3. The bidder shall pick up all garbage, refuse, and ashes from each house and place of business in the City of LeRoy at least once per week. All commercial establishments and other businesses requiring pick up more than once per week are enumerated at the conclusion of this specification.

4. Bidders will be paid on the basis of a rate per garbage pick-up station. A garbage pick-up station is defined as a water meter in the City of Le Roy, Il, and the number of stations will be determined by the number of water meters in the City of Le Roy, Il. The bidders shall bid on the basis of an amount per station per month. The number of stations shall be counted annually and any adjustments made on an annual basis with the successful bidder.
5. The bidder will be responsible for refuse collection at all City building locations, at no charge to the City. It is understood that such service will be available on a weekly basis, with one pick-up per week.
6. All refuse shall be in conventional garbage bags or garbage cans not to exceed thirty (30) gallons or fifty (50) pounds limit.
7. Items such as couches, large chairs, appliances, barrels, large tree limbs, construction debris, hard and landscape waste, etc., are not included in or considered to be household refuse.
8. All billing of accounts will be handled by the City.
9. The City maintains a recycling dumpster for the use of residents of the City and the Township. Separation of garbage is not required by the present City Ordinance.
10. The City Ordinance specifies a limit of ten (10) bags or five (5) cans of refuse per pick-up at each residence or commercial account not utilizing a dumpster.

DEFINITIONS:

1. GARBAGE - wastes resulting from the handling, preparation, cooking and consumption of food; wastes from the handling, storage, and sale of produce.
2. REFUSE - combustible trash, but not limited to: papers, cartons, boxes, barrels, wood, excelsior, wood furniture, bedding, non-combustible trash, including, but not limited to: tin cans, small quantities of rock and pieces of concrete, glass, crockery, other mineral wastes, street rubbish, including, but not limited to: dirt, leaves, contents of litter receptacles; but refuse does not mean earth and waste from building operations nor shall it include solid waste resulting from industrial process and manufacturing operations such as food processing waste, boiler house cinder, lumber, scraps and shavings.
3. ASHES - residue from fires used for cooking and for heating buildings.

DATA:

Dumpsters:	1 pick-up per week:	24 dumpsters, 16 stops (residential)
	1 pick-up per week:	36 dumpsters, 32 stops (commercial)
	2 pick-ups per week:	22 dumpsters, 13 stops (commercial)
	3 pick-ups per week:	2 dumpsters, 1 stop (commercial)

Commercial/Business:	1 pick-up per week:	49 (no dumpsters)
Residential:	1 pick-up per week:	1,023 (no dumpsters)



4; continued.

City Sites and Buildings:

Dumpster at community center  
Dumpster at water tower  
City Hall  
Water & Sewer Plants  
City shed

Refuse cans in Central Business District and City Parks: 13  
Refuse cans at Howard Virgin Timber Park: 3

Current Daily Stops:

Monday: 412  
Tuesday: 320  
Wednesday: 265  
Thursday: -0-  
Friday: 52

(NOTE: Does not include dumpster stops)

Total accounts billed for garbage pick-up:

Business/Commercial: 111  
Residential: 1,023

CONDITIONS:

1. The bidders shall specify the day(s) of the week and time that he will start and finish pick-ups and shall furnish a regular schedule to the City Council, City Clerk, and Superintendent of Streets, and the initial schedule shall be approved by the City Council before being adopted by the bidder. The bidder shall maintain his schedule regularly unless changed by agreement between himself and the City Council.
2. The successful bidder shall be expected to closely supervise any and all personnel assigned to service within the City of Le Roy. A dress code requiring proper attire and the wearing of shirts at all times is required by the City. Any and all complaints made by citizens will be referred to the bidder by either the City Clerk or the Superintendent of Streets, and prompt action by the bidder, as well as a full report in writing to the City Council, advising disposition of the complaint is expected.
3. The successful bidder shall be required to enter into a contract with the City of Le Roy, Illinois, for a period of (3) three years.

Copies of these specifications may be obtained from Juanita Dagley, City Clerk, City of Le Roy, Illinois, 111 E. Center St., Le Roy, Illinois 61752.

ALL BIDS SHALL BE SUBMITTED TO THE CITY CLERK ON OR BEFORE THE 8th DAY OF AUGUST, 1991, BY 12:00 NOON, AND WILL BE CONSIDERED BY THE CITY COUNCIL AT THE REGULAR MEETING TO BE HELD ON MONDAY, AUGUST 19, 1991. THE CITY COUNCIL RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

CITY COUNCIL  
CITY OF LE ROY, ILLINOIS

BY: Robert D. Johnson  
Chairman, Sanitation Committee

# McLean County Disposal Service, ~~INC.~~

R.R. No. 3

Bloomington, IL 61701

309-828-3383

~~Gene & Roy Whittinghill, Owners~~



August 8, 1991

Mr. Robert D. Johnson  
City of LeRoy  
111 E. Center Street  
P.O. Box 151  
LeRoy, IL. 61752

Dear Mr. Johnson:

McLean County Disposal is pleased to submit a revised bid for the collection of refuse within the City of LeRoy. Our proposal assumes that contract specifications remain the same as contained in the original bid request, except that the scope of the work has been expanded to include bulky waste removal as defined in your letter dated May 8, 1991. Of course, landscape waste removal is not included in this proposal.

### Three Year Contract

Bid #1.	First year:	\$76,068 per year, or \$6,119 per month ( $\$5.59$ /unit)
	Second year:	\$79,884 per year, or \$6,657 per month ( $\$5.87$ /unit)
	Third year:	\$83,820 per year, or \$6,985 per month ( $\$6.16$ /unit)

We would give \$20,000 for the City Garbage truck.

Bid #2. Prices would be the same as Bid #1, not including the price of the City Garbage truck.

Thank you again for the opportunity to submit our proposal. As always, please feel free to contact us if you have any questions about our bid, our service, or our company.

Sincerely,

Roy Whittinghill  
General Manager

RW/cs

239,772.<sup>00</sup>  
For 340.

"Our Good Work Earns Your Goodwill"

**CERTIFICATE**

I, **Juanita Dagley**, certify that I am the duly elected and acting municipal clerk of the **City of LeRoy**, of **McLean** County, Illinois.

I further certify that on October 5, **1992**, the Corporate Authorities of such municipality passed and approved Ordinance No. 466, entitled:

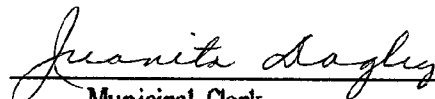
**ORDINANCE APPROVING GARBAGE COLLECTION CONTRACT,**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 466, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on October 5, **1992**, 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 5th day of October, **1992**.

(SEAL)

  
\_\_\_\_\_  
Municipal Clerk

STATE OF ILLINOIS    )  
                                  ) SS:  
COUNTY OF McLEAN    )

I, **Juanita Dagley**, do hereby certify that I am the duly qualified and acting City Clerk of the **City of LeRoy, McLean** County, Illinois, and as such 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:

**ORDINANCE APPROVING GARBAGE COLLECTION CONTRACT.**

Said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the 5th day of October, **1992**, and a faithful record of said ordinance has been made in the record books.

Dated this 5th day of October, **1992**.

X Juanita Dagley  
Juanita Dagley, City Clerk, City of LeRoy,  
McLean County, Illinois

(SEAL)