

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 574

AN ORDINANCE APPROVING CONTRACT FOR GARBAGE
COLLECTION SERVICES WITH SEXTON DISPOSAL SERVICES

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 19th
DAY OF December, 1994.

PRESENTED: December 19, 1994

PASSED: December 19, 1994

APPROVED: December 19, 1994

RECORDED: December 19, 1994

PUBLISHED: December 19, 1994

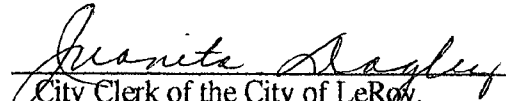
In Pamphlet Form

Voting "Aye" 5

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, inconnection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of theabove-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: December 19, 1994

ORDINANCE NO. 574

AN ORDINANCE APPROVING CONTRACT FOR GARBAGE
COLLECTION SERVICES WITH SEXTON DISPOSAL SERVICES

WHEREAS, the Mayor and City Council 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; and

WHEREAS, the City of LeRoy did advertise for bids to be submitted for such services based on specifications made available to all interested persons, and after considering all bids submitted, the City did accept the bid of Sexton Disposal Services as the lowest responsible bidder,

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

Section 1. That the City Council hereby approves the contract 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 Ronnie Litherland, seconded by Robert D. Johnson, by roll call vote on the 19th day of December, 1994, as follows:

Aldermen elected 6 Aldermen present 5

RESIDENTIAL REFUSE COLLECTION AGREEMENT

IT IS MUTUALLY AGREED by and between the CITY OF LEROY, ILLINOIS ("City")

VOTING AYE:

Randy Zimmerman, Lois Parkin, Robert D. Johnson, Ronnie Litherland
(full names) David McClelland

VOTING NAY:

None
(full names)

ABSENT, ABSTAIN, OTHER:

Patrick Beaty absent
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 19th day of
December, 1994.

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

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 19th day of
December, 1994.

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

ATTEST: (SEAL)

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

5. GENERAL CONTRACT PROVISIONS

A. Term . The term of this Agreement will be for a period of three (3) years, commencing on November 1, 1994, and expiring on October 31, 1997, 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.

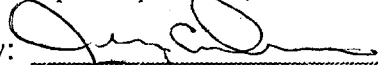
F. Compliance with Authority . The Contractor agrees to comply at all times with all laws, ordinances and regulations of the City and the State of Illinois at any time properly applicable to the Contractor's operations under this Agreement; and as necessary, Contractor and the City will amend this Agreement 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 re-negotiate 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 _____ day of _____, 1994 .

CITY OF LEROY, an Illinois municipal corporation ,

By: 
Jerry C. Davis, Mayor

SEXTON DISPOSAL SERVICES,

By: 
Name: GEORGE ARSIC
Title: General Manager

Specifications For Refuse Disposal
City of Le Roy

REQUIREMENTS:

1. The bidder will be required to furnish all equipment and labor necessary for the refuse disposal.
 - (a) The equipment of the bidders shall be suitable for garbage collection, hauling and disposal. It shall meet the 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. It shall be equipped with a packer bed which shall be loaded from the rear and designed to pick up dumpsters of various cubic yard sizes. The bed shall be water tight and covered and enclosed except for the rear loading access.

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 proof that he has public liability and property damage insurance in force protecting himself and the City of Le Roy, 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 the approximate annual contract price.
 - (d) The bidders shall furnish evidence before any contract is signed that he has Workman's Compensation Insurance in force for all his employees. In the event the bidder did not have any employees upon entering the contract, 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 Workman'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. He shall cover all refuse 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 a Sunday.

3. The bidder shall pick up all garbage, refuse, bulky waste items and ashes from each house and place of business in the City of Le Roy at least once per week. All commercial establishments and other business 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 Illinois. The number of pick up stations will be determined by the number of water meters in the City of Le Roy, Illinois. 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 buildings, city parks and city trash containers located in the business district at no charge to the city. This service will be done regularly on a weekly basis. When the city streets are used for a public celebration, it may be necessary to increase the pick up during the scheduled event.
6. All refuse shall be in conventional garbage bags or garbage cans not to exceed thirty (30) gallons or a fifty (50) pound limit.
- ~~7. Items such as couches, large chairs, appliances, barrels, large tree limbs, construction debris, yard and landscape waste, etc., are not included in or considered to be household garbage.~~
8. All billing of accounts for regular once a week pickup will be handled by the city.
9. The city maintains a recycling dumpster for the use of residents of the city and 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.

*Removed 11-10-98
per city order
John [unclear]
Gary King*

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/BULKY WASTE ITEMS** - 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 waste. Bulky waste items,

including but not limited to; ranges, water heaters, humidifiers, stoves, dryers, dishwashers, heat pumps, furnaces (excluding appliances containing freon). Street rubbish, including, but not limited to; dirt, 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: 28 dumpsters, 19 stops (residential)
1 pick up per week: 52 dumpsters, 37 stops (commercial)
2 pick ups per week: 1 dumpster, 1 stop (residential)
2 pick ups per week: 10 dumpsters, 6 stops (commercial)

Can/Bag Pick Up: Commercial/Business: 1 pick up per week: 46 stops
Residential: 1 pick up per week: 1060 stops

City sites and buildings:

Dumpster at community center
Dumpster at water tower
Dumpster at city shed
Water and waste water plants
City Hall
Refuse cans in central business district and city parks: (13)
Refuse cans at Howard Virgin Timber Park: (6)

Total accounts billed for garbage pick up:

Business/Commercial: 89
Residential: 1080

CONDITIONS:

1. The bidders shall specify the day(s) of the week and the time that the pick up will start and finish. The successful bidder shall furnish a regular schedule to the City Council, City Clerk, and Public Works Director, 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. All holidays observed by the bidder's company, and the manner in which they change their pickup schedule for the observance of the holiday should be noted on the before mentioned schedule.
2. The successful bidder shall be expected to closely supervise any and all personnel

assigned to the 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's Office or the Public Works Director. 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 three year contract with the 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 10TH DAY OF OCTOBER, 1994, BY 4:00 P.M. BIDS WILL BE OPENED AT THE SANITATION COMMITTEE TO BE HELD AT 7:00 P.M. OCTOBER 10, 1994. BIDS WILL BE CONSIDERED BY THE COUNCIL AT THE REGULAR MEETING TO BE HELD OCTOBER 17, 1994 AT 7:00 P.M.

CITY COUNCIL
CITY OF LE ROY

BY: Ron Litherland
Chairman, Sanitation Committee

CERTIFICATE

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

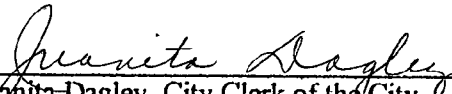
I further certify that on December 19, 1994, the corporate authorities of such municipality passed and approved Ordinance No. 574, entitled:

**AN ORDINANCE APPROVING CONTRACT FOR GARBAGE
COLLECTION SERVICES WITH SEXTON DISPOSAL SERVICES.**

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

The pamphlet form of Ordinance No. 574, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance No. 574 was posted at the municipal building, commencing on December 19, 1994, and continuing for at least ten days thereafter. Copies of such Ordinance No. 574 were were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 19th day of December, 1994.



Juanita Dagley, City Clerk of the City
of LeRoy, Illinois

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:

**AN ORDINANCE APPROVING CONTRACT FOR GARBAGE
COLLECTION SERVICES WITH SEXTON DISPOSAL SERVICES.**

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the ____ day of _____, 1994, and a faithful record of said Ordinance has been amde in the record books.

Dated this ____ day of _____, 1994.

Juanita Dagley, City Clerk of the City of
LeRoy, Illinois

(SEAL)