

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 753

AN ORDINANCE APPROVING CONTRACT FOR GARBAGE COLLECTION
SERVICES WITH JOHN SEXTON CONTRACTORS COMPANY

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 20th DAY OF October, 1997

PRESENTED: October 20, 1997

PASSED: October 20, 1997

APPROVED: October 20, 1997

RECORDED: October 20, 1997

PUBLISHED: October 20, 1997


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)

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

Dated: October 20, 1997.

ORDINANCE NO. 753

AN ORDINANCE APPROVING CONTRACT FOR GARBAGE COLLECTION SERVICES WITH JOHN SEXTON CONTRACTORS COMPANY

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, 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 Dawn Thompson, seconded by Ron Litherland, by roll call vote on the 20th day of October, 1997, as follows:

Aldermen elected 6 Aldermen present 6

VOTINGAYE:
Ryan Miles, Ron Litherland, Dave McClelland, W.H. Weber, Dawn Thompson, Dick Oliver.
(full names)

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 20th day of
October, 1997.

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

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 20th day of
October, 1997.

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

ATTEST: (SEAL)

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

RESIDENTIAL REFUSE COLLECTION AGREEMENT

IT IS MUTUALLY AGREED by and between the CITY OF LEROY, ILLINOIS ("City") and JOHN SEXTON CONTRACTORS CO. ("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 \$6.54 per unit, per month, effective November 1, 1997, through October 31, 1998, for a total of \$8,240.40 per month.
 - B. The City will pay the Contractor \$6.84 per unit, per month, effective November 1, 1998, through October 31, 1999, for a total of \$8,618.40 per month.
 - C. The City will pay the Contractor \$7.21 per unit, per month, effective November 1, 1999, through October 31, 2000, for a total of \$9,084.60 per month.
 - D. The compensation to Contractor will be adjusted monthly on the basis of any increase or decrease in the number of units serviced during the previous month. City will notify Contractor of new units or reduced units, as reflected by City's records.
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 CONTRACT PROVISIONS.
 - A. Term. The term of this Agreement will be for a period of three (3) years, commencing on November 1, 1997, and expiring on October 31, 2000, both dates inclusive.

Exhibit A


- 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 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.
- 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 20th
day of October, 1997 .

CITY OF LEROY, an Illinois
municipal corporation,

By: _____
Name: _____
Title: _____

JOHN SEXTON CONTRACTORS CO.

By: 
Name: Arthur A. Daniels
Title: President
Chief Executive Officer

CERTIFICATE

I, Sue Marcum, 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 20, 1997, the Corporate Authorities of such municipality passed and approved Ordinance No. 753, entitled:

AN ORDINANCE APPROVING CONTRACT FOR GARBAGE COLLECTION SERVICES WITH JOHN SEXTON CONTRACTORS COMPANY,

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

The pamphlet form of Ordinance No. 753, 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 20, 1997, 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 20th day of October, 1997.

(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 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 JOHN SEXTON CONTRACTORS COMPANY.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 20th day of October , 1997, 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 20th day of October , 1997.

x 
City Clerk

(SEAL)