

CITY OF LeROY

ILLINOIS

ORDINANCE NO. 201

AN ORDINANCE PROVIDING FOR THE ADOPTION OF AN AGREEMENT BETWEEN THE CITY OF LE ROY AND LE ROY COMMUNITY SCHOOL DISTRICT NO. 2, McLean and DeWitt Counties, Illinois, REGARDING FEES FOR COLLECTION OF REFUSE AND OTHER MATTERS PERTAINING THERETO.

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF LeROY

THIS 18th DAY OF June, 19 84.

Published in pamphlet form by authority of the City Council of the City of LeRoy, McLean County, Illinois, this 18th day of June,

19 84.

ORDINANCE NO. 201

AN ORDINANCE PROVIDING FOR THE ADOPTION OF AN AGREEMENT BETWEEN THE CITY OF LE ROY AND LE ROY COMMUNITY SCHOOL DISTRICT NO. 2, McLean and DeWitt Counties, Illinois, REGARDING FEES FOR COLLECTION OF REFUSE, AND OTHER MATTERS PERTAINING THERETO.

Whereas, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interests of the City of LeRoy to enter into an agreement with LeRoy Community School District No. 2, McLean and DeWitt Counties, Illinois, providing for the pick-up and collection of refuse and garbage for said school district; and

Whereas, said LeRoy Community School District No. 2, McLean and DeWitt Counties, Illinois, is desirous of entering into an agreement providing for the pick-up and collection of refuse and garbage of said school district; and

Whereas, Chapter 8, Municipal Code of LeRoy, Illinois, 1975 (as amended), provides, under Section 8.04(a), that City may enter into an agreement from time to time with entities such as LeRoy Community School District No. 2, McLean and DeWitt Counties, providing for the pick-up and collection of garbage and refuse, and fees to be charged for the same,

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

Section 1. That the Mayor and City Council hereby approve the contract providing for collection and pick-up of refuse and garbage and the charge for said services as set forth in Exhibit 1 attached hereto and incorporated herein be reference;

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the original and an appropriate number of copies as may be necessary of the contract, a copy of which is attached hereto as Exhibit 1, and to deliver at least one signed copy to the Superintendent of Schools for LeRoy Community School District No. 2, McLean and DeWitt Counties, Illinois;

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

PASSED BY the Mayor and City Council of the City of LeRoy, Illinois, on the 18th day of June, 1984.

Aldermen elected: 6
Aldermen present: 5

AYES: David King, Michael Hillard, Jon Winston, Michael Hanafin, Patrick Derby
NAYS: None

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

Approved by the Mayor of the City of LeRoy,
Illinois, this 18th day of June, 1984.

Jack W. Moss
Jack W. Moss, Mayor of the City
of LeRoy, Illinois

ATTEST:

(seal)

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

CERTIFICATE

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

I further certify that on June 18, 19 84, the Corporate Authorities of such municipality passed and approved Ordinance No. 201, entitled:

AN ORDINANCE PROVIDING FOR THE ADOPTION OF AN AGREEMENT BETWEEN THE CITY OF LE ROY AND LE ROY COMMUNITY SCHOOL DISTRICT NO. 2, McLean and DeWitt Counties, Illinois, REGARDING THE FEES FOR COLLECTION OF REFUSE, AND OTHER MATTERS PERTAINING THERETO.

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

The pamphlet form of Ordinance No. 201, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June 18, 19 84, 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 18th day of June, 19 84.

(seal)

Juanita Dagley
Municipal Clerk

AGREEMENT FOR GARBAGE COLLECTION

THIS AGREEMENT is made and entered into this 11th day of June, 1984, between the CITY OF LEROY, an Illinois municipal corporation, located in McLean County, Illinois, hereinafter referred to as "CITY", and LEROY COMMUNITY SCHOOL DISTRICT NO. 2, of McLean and DeWitt Counties, Illinois, a consolidated school district existing and operating under the Illinois school laws, located in LeRoy, Illinois, hereinafter referred to as "SCHOOL DISTRICT".

Recitals

1. SCHOOL DISTRICT is a public school district existing and operating under the laws of the State of Illinois, and desires to enter into an agreement with CITY providing for the pick up and collection of SCHOOL DISTRICT's garbage and refuse by CITY.

2. That CITY is desirous of providing a fair rate to SCHOOL DISTRICT for the aforesaid collection services which may be rendered from time to time by CITY.

3. Chapter 8 of the Municipal Code of LeRoy, Illinois, 1975 (as amended), Section 8.04(a)., provides that CITY may enter into an agreement for the rendering of garbage and refuse collection services by CITY to SCHOOL DISTRICT, and that said contract shall be effective upon the approval of the mayor and city council.

Covenants

A. The foregoing Recitals are made a part of these Covenants.

B. The parties hereto acknowledge and SCHOOL DISTRICT agrees that SCHOOL DISTRICT shall be bound by all provisions of the Municipal Code of LeRoy, Illinois, 1975 (as amended), insofar as they relate to this contract and the collection of garbage and refuse by the CITY for SCHOOL DISTRICT, and insofar as they relate to the general health and sanitation practices followed by SCHOOL DISTRICT. Specifically, the parties further agree that all provisions of Chapter 8 of the Municipal Code of LeRoy, Illinois, 1975 (as amended), shall apply to this contract unless specifically altered or exempted by the terms of this agreement.

C. SCHOOL DISTRICT agrees to abide by the requirements of Chapter 8 of the Municipal Code of LeRoy, Illinois, 1975 (as amended), hereinafter referred to as the "CODE", regarding use of approved refuse containers, placement of refuse containers and refuse for collection, and placement of bulk wastes for collection.

D. The parties hereby agree that SCHOOL DISTRICT shall be specifically exempted from the application of those portions of Section 8.06, Chapter 8 of the CODE, relating to fees for collection, but shall be required to abide by the other portions of the said Section 8.06, Chapter 8 of the CODE, relating to payment of fees, and termination of service for non-payment.

E. SCHOOL DISTRICT agrees to provide suitable concrete or paved platform areas upon which garbage or refuse containers shall be kept and shall provide reasonable access routes for CITY equipment at all times and in all weather conditions. *Gravel OK*

F. SCHOOL DISTRICT shall designate a representative who shall have authority to agree with the CITY Street Superintendent regarding the placement and location of one or more common refuse collection receptical points at the various sites from which SCHOOL DISTRICT shall require garbage and refuse collection.

G. SCHOOL DISTRICT shall save and hold CITY harmless from any liability for damages to streets, roadways or parking areas owned or leased by SCHOOL DISTRICT which damages might arise from the size and weight of refuse collection vehicles used by CITY.

H. CITY agrees to provide pick-up twice per week for 9 months of each school year, said months beginning September 1, and extending to the following May 31, annually, and to provide pick-up once each month for the three summer months, - June, July and August - annually.

I. SCHOOL DISTRICT agrees to pay CITY an annual rate of \$1,500.00 per year, said rate to be paid in installments of \$125.00 per month, each installment being due and payable the first day of each month.

J. The parties hereto agree that this agreement shall be retro-active to February 1, 1984, the date of inception of the CITY ordinance requiring payment for garbage and refuse collection services, and that this agreement shall be in effect for the period beginning February 1, 1984, and ending August 31, 1985.

K. This agreement shall be binding upon the assigns and successors in interest of each of the parties hereto as well as the parties hereto.

L. If any provision of this agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity of such provision shall not affect any of the other provisions contained herein.

LEROY COMMUNITY SCHOOL DISTRICT NO. 2,
of McLean and DeWitt Counties,

By: *Joseph P. Egan*
President of the Board of
Education

ATTEST: (seal)

Ronald R. Mathews
Secretary of the Board of
Education

CITY OF LEROY,

By: *Jack W. Moss*
Jack W. Moss, Mayor of the
City of LeRoy, an Illinois
municipal corporation

ATTEST:

(seal)

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