

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2987

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A REFUSE COLLECTION AGREEMENT WITH RELIABLE SANITATION SERVICE, INC. OF WATERLOO, ILLINOIS, TO PROVIDE FOR THE COLLECTION AND DISPOSAL OF GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF COLUMBIA, ILLINOIS

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 3rd day of December, 2012**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 3rd day
of December, 2012**

DEC - 3 2012


City Clerk

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WHEREAS, the City Council of the City of Columbia, Illinois (“City”) has found and determined and does hereby declare that it is in the City’s best interests and appropriate to employ a firm to provide for the collection and disposal of garbage, refuse and recyclables in the City;

WHEREAS, the City Council of the City has selected Reliable Sanitation Service, Inc. of Waterloo, Illinois (“Reliable Sanitation”) as an appropriate company to provide such services; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the City to enter into a Refuse Collection Agreement to employ Reliable Sanitation to provide such services to the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, does hereby authorize the employment of Reliable Sanitation to provide for the collection and disposal of garbage, refuse and recyclables in the City, and does further authorize and direct the Mayor to execute and deliver a Refuse Collection Agreement, in the form attached hereto, evidencing such employment of Reliable Sanitation to provide for the collection and disposal of garbage, refuse and recyclables in the City, which Refuse Collection Agreement is hereby approved as to form, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Agne moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Reis, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Reis and Mayor Hutchinson.

NAYS: None.

ABSENT: Alderman Mathews.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 3rd day of December, 2012.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

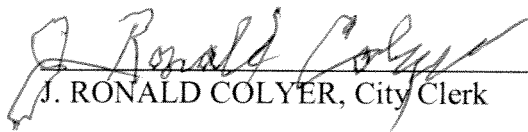
I further certify that on the 3rd day of December, 2012, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2987 entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A REFUSE COLLECTION AGREEMENT WITH RELIABLE SANITATION SERVICE, INC. OF WATERLOO, ILLINOIS, TO PROVIDE FOR THE COLLECTION AND DISPOSAL OF GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF COLUMBIA, ILLINOIS”

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

The pamphlet form of Ordinance No. 2987, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on December 4th, 2012 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 3rd day of December, 2012.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

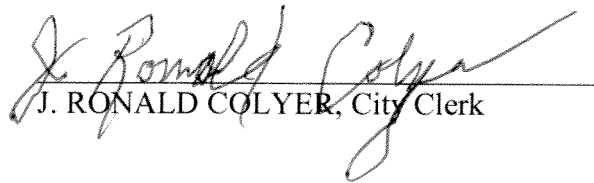
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2987, entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A REFUSE COLLECTION AGREEMENT WITH RELIABLE SANITATION SERVICE, INC. OF WATERLOO, ILLINOIS, TO PROVIDE FOR THE COLLECTION AND DISPOSAL OF GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF COLUMBIA, ILLINOIS”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 3rd day of December, 2012.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 3rd day of December, 2012.



J. RONALD COLYER, City Clerk

(SEAL)

REFUSE COLLECTION AGREEMENT

Commencing on the 1st day of a December 2012, RELIABLE SANITATION SERVICE, INC., a Corporation, of Waterloo, Illinois, hereinafter known as the "Company" agrees to furnish services for the collection and disposal of garbage, refuse and recyclables as defined herein from within the City of Columbia, Illinois, hereinafter known as the "City", subject to the following conditions and provisions:

1. It is understood and agreed that the Company shall provide services in compliance with the Municipal Code of the City and the Requirements of the Board of Health of the State of Illinois and subsequent revisions thereto.
2. Company will make collections of garbage and refuse from all residences within the City limits of the City each week. All residents shall receive refuse collection service on Tuesday or Friday of each week. It is understood and agreed each individual resident shall make available for collection all refuse to be collected by 6:00 a.m. on collection days.
3. Company will make collections of recyclables from all residences within the City Limits of the City once each week. All residents shall receive recycling collection service on Tuesday or Friday of each week. It is understood and agreed each individual resident shall make available for collection all recyclables to be collected by 6:00 a.m. on collection days.
4. It is understood and agreed that the Company shall make collections from business establishments, schools and churches within the City. The type of service to be provided to these establishments shall be agreed upon between the Company and the individual establishment receiving the service. The Company shall also determine the rate to be charged each such commercial establishment, in excess of the rate charged to the City. The amount to be charged in excess of the rate being received by the Company for residential service, shall be collected from each establishment as an additional charge. If the rate set by the Company as to commercial establishment cannot be agreed upon between the Company and the establishment, the City after consultation with the Company shall set the rate and the Company shall abide by that decision.

5. The term garbage shall be construed as meaning the offal of food stuff. The term refuse shall be construed as meaning: tin cans, bottles, glass, papers, rags, ashes and other waste and discard that is generated from a normal household or business. It shall not include landscape materials (i.e. brush, branches, leaves, yard cuttings or tree limbs), nor shall it include street sweepings, dead animals, animal excretion, sewage, or residue from the demolition or construction of buildings.

The Company shall not accept for pickup: tires, batteries, oil, paint, or medical waste. In addition, the parties agree to comply with appropriate State Statutes or regulations relative to landscape waste and the Company shall not be required to pickup any materials which may be prohibited from normal garbage collection in accordance with State Statutes or regulations.

The Company further agrees that it shall collect not more than one (1) sixty-five (65) gallon container of garbage, trash, or debris, not exceeding seventy-five (75) pounds from each individual or entity that is billed by the City for garbage collection. Any thirty (30) gallon container collected in excess of these limits must include a \$1.00 (one dollar) sticker on the container.

6. Company agrees to carry insurance to include: (i) General Liability and Comprehensive Insurance in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate with City named as an additional insured; (ii) full Property Damage Insurance; and (iii) Worker's Compensation coverage in an amount in compliance with state law. Company agrees to furnish City with a certificate from its insurance carrier (upon request) evidencing such insurance coverage.

7. The City agrees that no business license or vehicle tax shall be imposed upon the Company by the City during the period of this agreement or extensions thereof.

8. The price per month for all services to the City shall be as follows:

\$12.68 per month for each resident, business establishment, school and church within the City Limits for the first year. Further rate increases will be as hereinafter provided.

The City shall determine monthly the number of residences, business establishments, schools and churches within the City and shall increase or decrease the payment to be made to the Company for services rendered each month within twenty-five (25) days of the following month.

9. In addition to the regular pickups, the Company shall make a bulk pickup of Miscellaneous Items (refrigerators, washers, dryers, freezers, etc.) four (4) times a year on dates to be agreed upon. The Company shall not be required to pick up compressors, electrical motors, or capacitors on appliances, and it shall be the responsibility of the customer to remove the same prior to pickup. The date of pickup will be selected at least thirty (30) days in advance. Each bulk item over two (2) items must have three (3) \$1.00 (one dollar) stickers attached before pickup, with the maximum of five (5) bulk items per household.

10. This agreement shall be in effect from December 1, 2012 to November 30, 2015. After the initial one year term, the monthly charge shall be increased by \$.49 to \$13.17 effective December 1, 2013 and by another \$.51 to \$13.68 effective December 1, 2014.

After said three (3) year term, this agreement shall automatically renew for successive twelve (12) month terms at a 3.9% annual increase on the same terms and conditions of the prior year, except under circumstances wherein either the City or the Company shall notify the other, in writing, of their intentions of termination or renegotiation, such notice of termination or renegotiation (A) shall be served at least sixty (60) days prior to the expiration of the original term, hereof; or (B) may occur any time after the original term hereof upon at least sixty (60) days notice.

11. In the event of enactment of legislation which would result in additional or unanticipated services by the Company, the parties agree to allow the Company to spread prorata additional charges necessitated by legislation requiring additional or unanticipated services, and, in the event of disagreement as to the amount to be imposed, negotiate as to amount to be added to the service fees as hereinabove set forth.

12. The Company agrees to furnish to the City a cash performance bond or irrevocable letter of credit in the amount of Forty-Five Thousand Dollars (\$45,000) to be held in escrow by the City. If the Company should fail to perform their duties as outlined in this agreement, the City shall have the right and privilege to use any portion of the cash escrow performance guarantee or letter of credit to cause the service to be performed by other means.

13. In the event there is a default under this Agreement and it becomes necessary for either party hereto to employ the services of an attorney either to enforce or to terminate this agreement, the losing party to the controversy shall pay to the successful party a reasonable attorney's fee and, in addition, such reasonable costs and expenses as are incurred in enforcing or terminating this agreement.

14. If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

15. In the event a resident of the City of Columbia observes the actual leakage of leachate from inside the refuse truck, the following actions can be assessed by the City of Columbia: (Leachate will be defined as a liquid solution containing contaminants leaking from a refuse truck.)

First Offense: Written Warning

Second Offense within thirty (30) days of First Offense: Written Warning and \$50.00 fine.

Third Offense within thirty (30) days of Second Offense: Written Warning and \$100.00 fine.

Fourth Offense within thirty (30) days of Third Offense: Written Warning and \$200.00 fine.

(NOTE: A leakage offense must occur from the same refuse truck, have a diameter/width of at least 24 inches, and emit a noxious odor. Each offense must be certified by the City of Columbia and Reliable Sanitation Service.)

In each instance Reliable Sanitation will be responsible for the clean-up of such leakage from such refuse truck. The clean-up will occur within 24 hours of notification by the City of Columbia.

16. This Agreement is a legally binding contract on the part of both Company and City and their respective heirs, successors, and assigns in accordance with the terms and conditions set forth herein.

Executed at Columbia, Illinois, on this _____ day of _____, 2012.

RELIABLE SANITATION SERVICE, INC.

BY: _____
Timothy L. Scheibe, President

ATTEST:

Timothy L. Scheibe, Secretary

CITY OF COLUMBIA, ILLINOIS
A Municipal Corporation

BY: _____
Kevin Hutchinson, Mayor

ATTEST:

J. Ronald Colyer, City Clerk