

CITY OF LINCOLN
REGULAR COMMITTEE OF THE WHOLE MEETING
TUESDAY, OCTOBER 24, 2017
CITY HALL COUNCIL CHAMBERS
7:00PM

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Presentation – Logan County Tourism Bureau**
- 5. Request to Permit – St John United Church of Christ**
- 6. Request for Sponsorship – Lincoln/Logan County Chamber of Commerce**
- 7. Ordinance authorizing the borrowing of funds for purchase of the 2017 E-One Aerial Fire Truck.**
- 8. Discussion on potential City Code Text Amendments for Solid Waste Collection.**
- 9. Approval of Waste Collection Agreement between the City of Lincoln and Area Disposal Service, Inc.**
- 10. Discussion on advertisement for the City Administrator position.**
- 11. Other Discussion**
- 12. Possible Executive Session**
- 13. Adjournment**
- 14. Upcoming Meetings:**
 - City Council:** Monday, November 6, 2017 at 7:00pm
 - Committee of Whole:** Tuesday, November 14, 2017 at 7:00pm

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator *rom*

MEETING

DATE: October 24, 2017

RE: Request to Permit – St John United Church of Christ

Background: The City is in receipt of a Request to Permit from St John United Church of Christ to hold a Trunk or Treat event from 1:00 PM to 4:00 PM on Sunday, October 29, 2017. The request is to close the easterly portion of the east/west alley north of church located at 204 7th Street for the event. (Please see attached Request to Permit form for additional information).

Committee of the Whole Recommendation: Place this request from St John United Church of Christ on the Consent Agenda for November 6, 2017.

City Council Recommendation: Approve the Request to Permit, as presented.

REQUEST TO PERMIT

DATE: October 10, 2017

We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

Closing east end of alley between St John United Church of Christ and
their parking lot (formerly route to ALMH ER) from 1:00 - 4:00
Sunday October 29 for a Trunk or Treat for community-

If the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

☐ A Certificate of Insurance Liability for the event is attached.

☒ A Certificate of Insurance Liability for the event will be provided to the City no later than October 17, 2017.

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Tonita Reifstader co-chair Outreach Ministry of St John

Address: 110 Linschmeider Dr Lincoln, IL
for St John UCC 204 7th Street, Lincoln

Phone: 217 732-9796 Cell: 217 853-1645

Email: reifstaderbug@comcast.net



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Ohio, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 815-886-4878 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED V080650-St John's UCC 204 N 7th St Lincoln, IL 62656	NAIC# 19437-002	

COVERAGES**CERTIFICATE NUMBER: 25747777****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ITR	TYPE OF INSURANCE	ADDL MSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			011971558 & 048409888	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Trunk or Treat Event to be held 10/29/17

Please contact your Insurance Board Agent, Patricia Stein at (815) 635-1139, for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.

CERTIFICATE HOLDER**CANCELLATION**City of Lincoln
City Hall
700 Broadway
Lincoln, IL 62656

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator *724 m*

MEETING

DATE: October 24, 2017

RE: Request for Sponsorship – The Lincoln Logan County Chamber of Commerce

Background: The City is in receipt of a request from the Lincoln Logan County Chamber of Commerce regarding the sponsorship of Santa Claus for the Annual Downtown Lincoln Christmas Parade on Thursday, December 7, 2017 at 6:30 P.M. The City Council had sponsored Santa Clause in prior years. (Please see attached correspondence for additional information).

Fiscal Impact: Funding for the sponsorship is available within the General Fund Mayor/City Council Sub-Fund for Public Relations.

Committee of the Whole Recommendation: Place this request from The Lincoln Logan County Chamber of Commerce on the Consent Agenda for November 6, 2017.

City Council Recommendation: Approve the request, as presented.



Lincoln/Logan County Chamber of Commerce
110 N Kickapoo Street Suite 2, Lincoln, IL 62656
www.lincolnillinois.com • 217 735 3385

October 17, 2017

Dear Mayor Goodman and City Council Members,

The Annual Downtown Lincoln Christmas Parade is quickly approaching! We would like to request the City of Lincoln to be a sponsor of Santa Claus again at a \$600 level. This sponsorship will be recognized on the sleigh that Santa will be riding on in the parade. Once the parade is over, Santa will do a meet and greet with any child who would like to come in and see him. Santa will allow each child to sit on his lap and tell him what they want for Christmas, when they are done they can pose for a picture and will receive a candy cane! We will also have a sign displayed showing sponsored by City of Lincoln near where Santa will be sitting.

Thank you for your consideration on this sponsorship. As always, if you have any further questions, please do not hesitate to contact me at The Chamber Office at 217-735-2385.

Sincerely,


Kari Adams
Event Coordinator

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE BORROWING OF FUNDS
PURSUANT TO 65 ILCS 5/8-1-3.1

WHEREAS, the City of Lincoln is a municipal corporation situated in the County of Logan, State of Illinois; and,

WHEREAS, the City has previously approved the purchase of an aerial fire truck for the Lincoln Fire Department of the City of Lincoln, Illinois; and,

WHEREAS, the City Council of the City of Lincoln has determined that it would be financially advantageous to borrow the funds to purchase the aerial fire truck rather than exhausting current fund balances; and,

WHEREAS, 65 ILCS 5/8-1-3.1 authorizes municipalities to borrow money from a bank or other financial institution, provided such money shall be repaid within ten (10) years from the time the money is borrowed; and,

WHEREAS, the City Council of the City of Lincoln believes that it is in the best interest of the City of Lincoln and the citizens of the City of Lincoln for the City to obtain a loan from the Commerce Bank in the principal amount of ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED SEVEN DOLLARS (\$1,125,107.00), to be repaid over a period not to exceed ten (10) years, with interest as agreed upon between the bank and the City Council; and,

WHEREAS, the City Council of the City of Lincoln is authorized to undertake such borrowing as provided in the above-referred to Statute.

NOW, THEREFORE, be it ordained by the City Council of the City of Lincoln, Logan County, Illinois, as follows:

1. That the City of Lincoln shall and is hereby authorized to borrow ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED SEVEN DOLLARS (\$1,125,107.00) from the Commerce Bank, the proceeds of such loan to be used to pay for an aerial fire truck for the Lincoln Fire Department.

2. That the Mayor of the City of Lincoln or the City Administrator of the City of Lincoln is authorized to sign a Promissory Note payable to the Commerce Bank in the principal amount of ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED SEVEN DOLLARS (\$1,125,107.00) providing that the principal amount, together with interest at the agreed upon annual rate shall be repaid by the City to the Commerce Bank over an amortized period not to exceed ten (10) years.

3. That the Mayor, City Administrator, and City Treasurer of the City of Lincoln are authorized to execute such additional documents as are necessary and required in order to obtain such loan.

4. That should any clause, sentence, or paragraph of the above-noted Ordinance be declared invalid by any Court of competent jurisdiction, such invalidity shall not affect any other portion of said Ordinance.

5. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

The vote on the adoption of this Ordinance was as follows:

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Bauer	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Brown	_____
Alderwoman Horn	_____	Alderman Hoefel	_____

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

Passed and approved this _____ day of _____, 2017.

CITY OF LINCOLN

BY: _____


Mayor
City of Lincoln, Logan
County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator 

MEETING

DATE: October 24, 2017

RE: Discussion on City Code Text Amendments regarding Solid Waste.

Background: The City Code includes various Chapters regarding Nuisances, Scavengers, and Garbage Disposal that are applicable to the overall discussion regarding solid waste in the community. In general, the accumulation of refuse/garbage is identified as a Public Nuisance under Title 7, Chapter 2 Nuisances; "Waste Haulers" are regulated under Title 7, Chapter 4 – Scavengers; and the storage of garbage within front yards is under by Title 7, Chapter 13 - Garbage Disposal. Public nuisances within the community are further regulated with the City's adoption of the 2012 International Code Council Property Maintenance Code.

Communities typically address solid waste regulation under three main categories including Waste Hauler Licensing, Waste Collection, and Public Nuisances. Elements of the current City Code related to solid waste would appear to be mostly antiquated, insufficient or non-existent to assist with proper regulation.

In order to address implementation of solid waste programs for the community, Staff has outlined potential text amendments to the City Code for consideration. (A copy of the Potential City Code Solid Waste Collection Text Amendments review is attached for City Council consideration).

Fiscal Impact: Implementing potential Text Amendments would fall upon the City Administrator's Office and the City Attorney to develop appropriate Ordinances for City Council consideration. General enforcement of the regulations would fall under the City Clerk's Office, the Building and Safety Office and the Street Department.

Committee of the Whole Recommendation: Continue discussions on City Code Text Amendments regarding Solid Waste on the Committee of the Whole meeting for November 14, 2017. Or alternatively, place the draft Text Amendments in the form of an Ordinance on the November 6, 2017 City Council meeting Regular Agenda for action.

City Council Recommendation: Adopt the Ordinance Amending the City Code Regarding Solid Waste.

**POTENTIAL
CITY CODE
SOLID WASTE COLLECTION TEXT AMENDMENTS**

TEXT AMENDMENT #1

Create new Title 3, Chapter 21 – WASTE HAULERS

Notes: The City already regulates Waste Haulers serving the community under the antiquated Title 7, Chapter 4 – Scavengers. Creating a new updated Chapter for Waste Haulers would allow for consistent standards for all Waste Haulers serving the community.

TITLE 3 – BUSINESS REGULATIONS

CHAPTER 21 – WASTE HAULERS

3-2-1. License required.

It shall be unlawful for any person to engage in the business of being a waste hauler or to otherwise collect and/or transport any municipal waste within the City, or to advertise to provide any residential hauling service or any commercial hauling service, without having a valid waste hauler license as required by this article.

Further, the City will administer and enforce an exclusive Waste Collection Agreement for waste collection services for single-family dwellings within the City limits and no waste hauler shall be licensed in conflict with the exclusive Waste Collection Agreement.

3-2-2. Term.

Each waste hauler license under this article shall be effective or renewed for a one-year period which commences on May 1 and expires on April 30 of the following year regardless of when issued.

3-2-3. License application.

(a) An application for waste hauler license shall be submitted through the City Clerk's Office. Such application form shall include the following information:

- (1) Name, address and telephone number of the applicant;
- (2) Name of the manager of the applicant, if any;
- (3) Proof of valid State of Illinois safety sticker as required by law for each collection vehicle.

(b) Any licensee having a valid waste hauler license shall notify the City Clerk's Office in writing within 14 days following a change in any information contained in such licensee's

application, including any change in connection with the addition or deletion of any collection vehicle.

(c) A new application shall be required to be submitted to the City Clerk's Office no later than April 15 of each year prior to issuance of a renewed waste hauler license under this article.

3-2-4. Collection vehicle operating requirements.

(a) Each collection vehicle operating within the City shall be operated and maintained in accordance with all applicable federal, state and local laws.

(b) Each collection vehicle used for the collection or transportation of municipal waste or landscape waste within the City shall conform to the following requirements:

- (1) Shall have the business name and telephone number clearly visible on both sides of such collection vehicle;
- (2) Shall be kept in a neat, clean and sanitary condition, and shall be maintained so as not to become offensive to the sense of smell of a person of ordinary sensibilities; and
- (3) Shall have and utilize a watertight bed or receptacle and be constructed and operated in such a manner that no portion of the contents conveyed therein shall be scattered or left in or upon any private or public property or any right-of-way.

3-2-5. Insurance requirements.

Any person required to have a waste hauler license under this article shall maintain in force and effect general liability insurance, vehicle liability insurance, worker's compensation insurance and unemployment insurance, with insurance companies licensed to do business in the State of Illinois and in such amounts as may be required by law. Upon request of the City Clerk's Office, each such person shall produce evidence of such coverage.

3-2-6. Evacuation of contents.

It shall be unlawful for any person to fail to remove or evacuate any municipal waste from any collection vehicle within the City within a period of 24 hours after the collection or deposit of any such municipal waste into any such collection vehicle.

3-2-7. Disposal, transfer and storage.

(a) It shall be unlawful for any person to dispose of, transfer, or store municipal waste or landscape waste in any place within the City unless such location meets the applicable requirements of any federal, state or local law.

(b) Any person required to have a waste hauler license under this article shall transport and dispose of all municipal waste and landscape waste collected within the City to a facility licensed by the IEPA or to such other facility as may be authorized for such purposes by applicable law.

3-2-8. Service requirements.

(a) Each waste hauler offering to provide commercial hauling service within the City shall be required to offer and provide:

(1) Basic service for the collection of municipal waste no less frequently than once every seven calendar days;

(b) Each waste hauler offering to provide commercial hauling service within the City shall provide customer service operations to receive requests for services or complaints.

(c) Each waste hauler offering to provide commercial hauling service within the village shall be permitted to offer and provide additional levels of collection services, including greater frequencies of collection and additional quantities of collection.

3-2-9. License suspension.

The Mayor may suspend for not more than 30 days a waste hauler license for any one or more violations of this article within a 12-month period prior to any then current violation of this article.

3-2-10. License revocation.

(a) The Mayor may revoke a waste hauler license for any one or more of the following reasons:

(1) Two or more violations of this article within a 24-month period prior to the then-current violation of this article;

(2) Two or more suspensions of such waste hauler license for any length of time for any violations of this article that occurred within a 24-month period prior to the then-current violation of this article; or

(3) Any fraud, misrepresentation or false statement contained in any application for such waste hauler license or for any commercial vehicle inspection permit required by this article.

(b) Any waste hauler whose license has been revoked may reapply for a waste hauler license not less than six months following the effective date of any such revocation of any such waste hauler license.

3-2-11. Administrative procedure.

(a) No waste hauler license shall be suspended or revoked unless an administrative hearing open to the public is held. The licensee shall be given written notice, at least seven days prior to such hearing, informing the licensee of the date and time of any such hearing and the grounds for the proposed suspension or revocation. Such written notice shall be by personal service on the licensee, or by certified mail addressed to the licensee at the address listed in the license application. The licensee shall be given a reasonable opportunity to appear and defend.

(b) The Mayor may appoint a hearing officer to hold any hearing to take evidence on whether or not to suspend or revoke a waste hauler license under this article; to hold any rehearing on such matters; and to make a recommendation as to findings of fact and any sanction to be

3-2-12. Exemptions.

The following shall be exempt from the provisions of this article:

- (a) Any person who collects municipal waste or landscape waste from property owned, managed, leased or occupied by such person and who transports such materials directly to a facility licensed by the IEPA or to such other facility as may be authorized for such purposes by applicable law.
- (b) Landscape companies and any person that collects only construction or demolition debris.
- (c) Any person that collects used household appliances as a part of a transaction involving the sale of any household appliances.

3-2-13. General penalty.

Any person who violates any provision of this article shall be subject to a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars for each offence. A separate offense shall be deemed committed on each day during or on which any violation of this Article continues.

TEXT AMENDMENT #2

TITLE 7 – HEALTH AND SANITATION

CHAPTER 2 – NUISANCES

Amend Title 7, Chapter 2 - Nuisances

Notes: Many elements within Title 7 - Chapter 2 have been duplicated following adoption of 2012 ICC Property Maintenance Code and may best be eliminated. In addition, Definitions are inconsistent between existing and proposed Chapters within the City Code.

TEXT AMENDMENT #3

TITLE 7 – HEALTH AND SANITATION

CHAPTER 4 – SCAVENGERS

Eliminate Title 7, Chapter 4 – Scavengers

Notes: The Exclusive Contract for Waste Collection with Area Disposal Service, Inc. is limited to Single Family Dwellings. Commercial Waste Haulers serving the community would still be regulated under Title 7 - Chapter 4. This Chapter is antiquated regarding vehicle standards, removal of privy contents, and removal of filth from City limits. Provisions regarding Owner of Dead Animal to Notify Police and Removing Hides From Animals may best be relocated under the revised Title 7 – Chapter 4.

TEXT AMENDMENT #4

Amend Title 7, Chapter 13 – Garbage Disposal

Notes: This Chapter generally outlines the use of the City Landfill, however there are carry over regulations for the past. Section 7-13-7 regarding Front Yard Storage of Garbage should be eliminated, as it may best be addressed by the ICC Property Maintenance Code. In addition, duplicated Definitions within this Chapter should be eliminated for consistency with established regulations. The Chapter “Heading” may also be revised to “CHAPTER 13 – CITY LANDFILL FACILITY” or “CHAPTER CITY LANDSCAPE WASTE FACILITY” to best describe the intent of the Chapter.

TEXT AMENDMENT #5

Create new Title 7, Chapter 16 – WASTE COLLECTION

Notes: Based on the City Council actions to provide for an exclusive Waste Collection Agreement, regulations need to be adopted to implement solid waste programs in the community. It is recommended that a new Title 7 – Chapter 16 be established to administer the programs.

TITLE 7 – HEALTH AND SANITATION

CHAPTER 16 – WASTE COLLECTION

7-16-1. Definitions.

For the purposes of this chapter, and the interpretation and enforcement thereof, the words, terms, phrases and their derivatives set forth in this section below shall have the meanings as follows:

City Waste Collection Service means the provision of any service contracted by the City to collect municipal waste and/or landscape waste from any Single-Family Dwelling containing not more than two dwelling units.

Commercial hauling service means the provision of any service to collect and transport municipal waste or landscape waste from any multifamily dwelling or any commercial or industrial premises.

Construction or demolition debris means any solid waste containing a variety of materials resulting from the construction, demolition, remodeling or renovation of residential, commercial or industrial structures. "Construction or demolition debris" also includes cement, concrete, asphalt or masonry debris resulting primarily from street, sidewalk, bridge, sewer and

water construction, repair or replacement, which is defined as "clean fill" by the Illinois Environmental Protection Agency.

Curbside means that portion of the right-of-way adjacent to and within five feet of the roadway, including any alley.

Building Safety Official means the Building Safety Officer or his or her designee.

Single-Family Dwelling means a residential dwelling designed for and used for living and sleeping purposes, containing its own kitchen and bathroom facilities, and having its own independent entry/access from the exterior of such residential dwelling or from a common interior hallway. The definition for Single-Family Dwelling shall include not more than two dwelling units.

Front yard means the open space of any yard on any lot within the City extending the entire width of any such lot from the line of the right-of-way to the nearest point of any building or structure located on such lot.

IEPA means the Illinois Environmental Protection Agency.

Landscape company means any person that provides, for any property other than its own, maintenance or removal of lawns, shrubbery, trees or any ornamental plant, and transports only landscape waste produced directly as a result of such landscape care activities.

Landscape waste means any accumulation of grass, shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care and maintenance of lawns, shrubbery, vines and trees; provided, however, that landscape waste that has been chipped, shredded, composted or otherwise processed so as to be converted from raw landscape waste shall not be considered to be landscape waste for the purposes of this chapter.

Multifamily dwelling means any residential dwelling containing more than two dwelling units.

Municipal waste means any garbage, refuse, rubbish, debris, general household waste, or construction or demolition debris, but does not include any landscape waste or any material or waste classified as hazardous, toxic, flammable or otherwise dangerous to the environment under any federal, state or local law.

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, state agency, or any other legal entity, or their legal representative, agent or assigns.

Recyclable Material means any Newsprint and aluminum, glass, plastic and ferrous metal containers, for which there is in effect a recycling program operated by the City or pursuant to a franchise granted by the City to an Exclusive Waste Hauler.

Right-of-way means the entire width between the boundary lines of any land dedicated for street, alley or sidewalk purposes or otherwise open to the use of the public for the purposes of passage or vehicular travel within the City.

Roadway means that portion of the right-of-way improved, designed or ordinarily used for vehicular travel.

Waste hauler means any person who charges a fee for collecting municipal waste or landscape waste.

7-16-2. Service required.

- (a) Any person who as owner, agent, lessee, occupant or other person in control of any Single-Family Dwelling shall be required to have City Waste Collection Service.
- (b) Any person who as owner, agent, lessee, occupant or other person in control of any multifamily dwelling or of any commercial or industrial premises within the City shall have any accumulation of municipal waste on any such property collected and disposed of at least once every seven calendar days by a waste hauler who has a valid waste hauler license.
- (c) The occupancy of any dwelling unit, multifamily dwelling or the operation of any commercial or industrial activity by any person within the City shall be prima facie evidence that municipal waste is being produced and accumulated within any such dwelling unit, multifamily dwelling or on any such commercial or industrial premises.
- (d) For any commercial hauling service, the Building Safety Official may, upon hearing, grant an exemption from the requirements of this section if the level of municipal waste generated or the alternative arrangements for disposal of municipal waste does not reasonably warrant any such collection and disposal. Any person requesting such exemption shall have the burden of establishing the grounds for any such exemption to the satisfaction of the Building Safety Official.

7-16-3. Container requirements.

- (a) No person who as owner, agent, lessee, occupant or other person in control of any dwelling unit or of any commercial or industrial premises shall accumulate or permit the accumulation of municipal waste on any such property except:
 - (1) *For City Waste Collection Service:* such container as may be supplied from time to time by the provider of such City Waste Collection Service;
 - (2) *For commercial hauling service:* a watertight container or containers which meet or exceed the requirements of being constructed of a rigid material with handles, a tight-fitting lid and sufficient capacity to contain the accumulation of municipal waste until the next date of collection; or a watertight dumpster or similar trash receptacle which meets or exceeds the requirements of being constructed of a rigid material with a lid and sufficient capacity to contain the accumulation of municipal waste until the next date of collection.

(b) Any unlawful accumulation of municipal waste in violation of the provisions of this section is declared to be a public nuisance and may be enforced in accordance with provisions of this Code applicable to public nuisances.

7-16-4. When container should be placed for scheduled pick-up.

It shall be unlawful for any person to place waste in front of any premises, or the front line extended of said premises, even though in a proper container, sooner than forty eight (48) hours prior to or later than forty eight (48) hours after the scheduled pick-up time by a waste hauler.

7-16-5. Containers provided by City for public use.

In the event waste containers are provided by the City in public places for public use, it shall be unlawful to deposit in said containers any accumulations of waste or garbage from any premises.

7-16-6. Recyclable material property of City.

Ownership of recyclable material set out for collection or deposition at a City operated recycling drop off facility in accordance with the terms of this chapter shall be vested in the City. No person shall collect, remove or dispose of recyclable material set out for collection or deposited at a City operated recycling drop off facility, except:

- (a) An "Exclusive Waste Hauler" pursuant to the terms of its franchise agreement with the City.
- (b) The City.

7-16-7. General penalty.

Any person who violates any provision of this article shall be subject to a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars for each offence. A separate offense shall be deemed committed on each day during or on which any violation of this Article continues.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: October 24, 2017 *yes m*

RE: Approval of Waste Collection Agreement between City of Lincoln and Area Disposal Service, Inc.

Background:

On May 15, 2017, the City Council authorized the solicitation of waste hauling service through a Request for Proposal (RFP) process. On September 5, 2017, the City Council approved entering into an Exclusive Franchise Municipal Solid Waste Agreement based on the proposal submitted from Area Disposal Service, Inc.

The City is in receipt of the draft Waste Collection Agreement between City of Lincoln and Area Disposal Service, Inc with a term commencing on January 1, 2018 and terminating on December 31, 2020. The Agreement provides for two (2) additional one (1) year period extensions with proper notice required 180 days prior to expiration of the term. (A copy of the draft Waste Collection Agreement is attached for City Council review).

The Agreement includes the following general service provisions: the Contractor is to collect Residential Waste once per week from Single-Family Dwellings (one and two family dwellings) within the city limits; the Contractor is to collect Recyclable Materials every other week from Single-Family Dwellings within the city limits; the Contractor will provide collection services for designated City facilities; the Contractor will provide collection services for Lincoln 3rd Friday events; and the Contractor will annually provide two city-wide cleanups.

The Agreement establishes Collection and Disposal Fees over the three year term of the contract, as well as, for the two, one year period extensions. Billing is intended to be conducted quarterly with payment due within thirty (30) days from the date of the invoice. The Agreement provides for a reduced rate of ten (10%) percent for seniors and persons with disabilities. In addition, the Agreement provides a special rate for up to 100 "low-income" households to be determined by the City. (These households will be issued a 35-gallon trash cart by the Contractor).

Items for Further Discussion:

- 1) As of this date, the City has not completed the dwelling occupant list necessary for the Contractor to provide notice to potential customers. A new data base would be required to be developed by blending existing data sets (sewer accounts/assessment record). Development of the dwelling occupant list and the need for proper

notification to customers will necessitate pushing the program start date to at least **February 1, 2018**.

- 2) Development of an appropriate method for determining which households receive the “low-income” rate reduction (i.e. first come/first served?; annual lottery?; and appropriate methods for income verification?).
- 3) The Agreement limits service for single-family dwellings (one and two family dwellings). Specific exclusions may need to be identified within the Solid Waste Ordinance regarding other Residential Uses including multi-family dwellings and/or apartment complexes; licensed mobile home parks; and nursing homes/assisted living centers.

Fiscal Impact:

It is anticipated that the City would save approximately \$80,000 per year based on elimination of the contract with Logan County Joint Solid Waste Agency, along with the collection services to be provided for municipal facilities.

Committee of the Whole Recommendation:

Place the Waste Collection Agreement on the City Council Regular Agenda for November 6, 2017, following review and input from the Committee of the Whole.

City Council Recommendation:

Approve the Waste Collection Agreement, as may be amended following review and input from the Committee of the Whole and City Staff.

WASTE COLLECTION AGREEMENT

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and dated October 1, 2017, by and between AREA DISPOSAL SERVICE, INC., an Illinois corporation ("Contractor"), and the CITY OF LINCOLN, an Illinois municipal corporation (the "City").

WITNESSETH:

WHEREAS, the City has heretofore, by ordinance, authorized the licensing of the collection and disposal of waste accumulating within the municipal limits of said City to promote the health, safety, peace, good order and general welfare of said community;

WHEREAS, Contractor desires to provide services to the City for the collection and disposal of waste accumulating within the municipal limits of said City to promote the health, safety, peace, good order and general welfare of said community;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the undertakings and agreements hereinafter set forth, the parties agree as follows:

ARTICLE 1: RETENTION AS CONTRACTOR

The City hereby retains Contractor to collect and dispose of all Residential Waste and Recyclable Materials from Single-Family Dwellings located within the legal boundaries of the City, and Contractor hereby agrees to provide such waste collection and disposal services to the City, subject to and in accordance with the terms of this Agreement. During the term of this Agreement, Contractor shall have the sole and exclusive right to collect and dispose of all Residential Waste and Recyclable Materials within the City, and the City shall not allow any other entity to provide such collection and disposal services within the City during the term of this Agreement.

ARTICLE 2: DUTIES OF CONTRACTOR

2.1 Contractor shall provide once per week collection and disposal of Residential Waste from all Single-Family Dwellings in the City at the curb or alley only on designated days determined by the Lincoln City Council. Each Single-Family Dwelling shall be provided with a 35, 65, or 95 gallon tote cart, free of charge, by Contractor, as selected by the residents. Residential Waste shall be collected from receptacles.

Residential Waste which is not readily storable in containers shall be collected by Contractor if it is stacked neatly alongside of containers on regular collection days. Should the Residential Waste appear to exceed two (2) cubic yards, Contractor will need to acquire the consent of the resident and assess a separate charge for the collection.

Contractor shall pick up small amounts of construction materials as described above. In the event large amounts of construction materials are placed on the curb that exceed the agreed upon weight/size limits, the resident shall be responsible for arranging special pickups for the removal and disposal of those materials. Contractor shall provide a resident with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service. Special pickups are to be picked up within one week after a cost estimate is given, or otherwise agreed to by the resident.

During weekly collection, Contractor shall not be required to collect any Landscape Waste, Banned Waste white goods, furniture or mattresses.

If a Single-Family Dwelling requires more services than the one tote, it may be obtained from Contractor for an additional charge of \$2.50 per month payable quarterly in advance by the resident of the Single-Family Dwelling.

2.2 On request, Contractor shall provide the residents with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and any quantity of liquid requiring tanker truck disposal equipment) for the actual cost to Contractor of removal of such materials, but in no event shall Contractor be required to collect materials for excavating and other construction contractors.

2.3 At the request of a resident of a Single-Family Dwelling, Contractor shall pick-up bulky items such as sofas, chairs, couches, etc. at a charge of \$35.00 per item payable by the resident. Bulky item pick-up may be requested by calling Contractor at 217-735-5881.

2.4 Contractor shall provide every other week collection of Recyclable Materials from all Single-Family Dwellings in the City at the curbside on designated days determined by the Lincoln City Council. Each Single-Family Dwelling shall be provided with a 35, 65 or 95 gallon recycling tote cart, free of charge, by Contractor, as selected by the resident. If a Single-Family dwelling require more services than one tote, it may be obtained from Contractor for an additional charge of \$2.50 per month payable quarterly in advance by the resident of the Single-Family Dwelling. Contractor shall deliver the Recyclable Materials to a party which will cause them to be processed for recycling. Contractor shall have the right to retain the proceeds from the sale of the Recyclable Materials. Ordinarily there will be no more than one recyclable material container placed at the curb by the occupants of each residence. However, residents will be allowed to supplement the single container with a generic container if the recycling tote cart is not large enough to accommodate a resident's needs. Recyclable Materials packed in such generic containers shall be collected by Contractor with all other recyclable material.

2.5 Contractor shall have the right to refuse to pick up any Recyclable Materials not placed in the tote cart and any material mixed or mingled with non-recyclable material or in such unsanitary condition that it could not be recycled without being cleaned. Contractor shall only be required to collect Recyclable Materials which meet the guidelines set forth in Exhibit B.

2.6 Any Residential Waste and/or Recyclable Materials spilled on the yard or streets shall be picked up prior to leaving the site of collection. Contractor shall carry on each collection vehicle the equipment necessary to clean up any Residential Waste or Recyclable Materials spilled. Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. Garbage containers shall be replaced to the same locations as found after emptying with the lid closed and shall be replaced in the same condition. Garbage containers, which have been substantially damaged through the fault of Contractor shall be replaced by Contractor at no additional cost with containers of like kind and quality as those damaged. Contractor shall not be responsible for plastic containers of insufficient strength that may crack from exposure to freezing temperatures.

2.7 No Residential Waste and Recyclable Materials pickups shall be collected prior to 6:00 a.m. or no later than 6:00 p.m. Central Time. Notice of expected delays due to inclement weather or heavy volumes shall be reported to the office of the City Administrator in a timely manner prior to the anticipated delay. In those cases all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

2.8 Contractor and the City agree that pick-up days falling on or during the week after the following legal holidays will be delayed until the following day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.9 Contractor agrees to use enclosed and leak-proof compactor type trucks for all regular residential and commercial pick-ups made. Contractor agrees to provide the City with neat and orderly pick-up with courteous and professional work crews. Contractor agrees to provide the City with an alcohol and drug-free workplace.

2.10 Contractor shall, upon reasonable notice, make accessible for inspection by the City, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives Residential Waste and Recyclable Materials from the City as a result of this Agreement.

2.11 Contractor at all times shall maintain access to disposal facilities approved by the Illinois EPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the services, all in accordance with the specifications and provisions contained in this Agreement.

2.12 Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any Residential Waste collected by Contractor hereunder. Contractor shall not accept for collection and disposal any Banned Waste, Landscape Waste, Construction Waste, Hazardous Waste, Special Waste, Hazardous Hospital Wastes, Potentially Infectious Medical Waste, radioactive waste, volatile or highly flammable waste, explosives, or Regulated Medical Waste.

2.13 Contractor will provide the services hereinabove described, at all City facilities, including the collection and recycling of mixed office paper and other recyclables, together with the collection and disposal of bar screen and grit chamber wastes generated by the City sewage treatment plants, as well as roll-off containers for yard waste collected at Public Works at no charge to the City. Below is a list of City facilities to be served:

- (1) City Hall 700 Broadway - 2-yard garbage container, 1 x 96 gallon recycling toter.
- (2) City Municipal Services Building, 313 Limit Street - 6-yard garbage container, 1 x 96 gallon recycling toter, Roll off boxes for street sweepings.
- (3) Future Police Department Building, 701 5th Street - 2-yard garbage toter, 1 x 96 gallon recycling toter.
- (4) Amtrak Train Depot, 101 Chicago Street - 1 x 96 gallon garbage toter, 1 x 96 gallon recycling toter.

2.14 Contractor will provide the necessary services to Lincoln 3rd Fridays. These services would include refuse and recycling services at no charge, to the City. The minimum number of dumpsters for said events shall be as follows, unless otherwise specified in advance by the City:

- (1) Lincoln 3rd Fridays (3rd Friday of the Month - May-September) 16 x 96 gal wheeled toter (10 garbage, 6 recycle).

2.15 Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under this Agreement.

2.16 In the event of a disaster, as declared by the Mayor, Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the City. Contractor will be responsible for servicing the City in a timely manner.

In addition, Contractor and the City will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off

dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between Contractor and the City, the City will be able to pursue the necessary services from another company.

2.17 Contractor will provide for a city-wide cleanup two times per year on dates agreed upon by the City and Contractor.

ARTICLE 3: COLLECTION AND DISPOSAL FEES

3.1 Effective January 1, 2018, Contractor shall bill the resident of each Single Family Dwelling (both residents of a duplex will be billed) for the collection, disposal and processing of Residential Waste on a quarterly basis in advance at the rates per month set forth below:

1/1/18-12/31/18	\$15.17 p/month	\$13.65 seniors/disabled	\$12.13 low income
1/1/19-12/31/19	\$15.54 p/month	\$13.98 seniors/disabled	\$12.43 low income
1/1/20-12/31/20	\$15.93 p/month	\$14.34 seniors/disabled	\$12.74 low income
1/1/21-12/31/21	\$16.33 p/month	\$14.70 seniors/disabled	\$13.06 low income
(Option Year 1)			
1/1/22-12/31/22	\$16.74 p/month	\$15.06 seniors/disabled	\$13.39 low income
(Option Year 2)			

To be eligible for the senior/disabled rate the resident of a Single-Family Dwelling must be age sixty-five or older and/or is disabled. The City will determine who qualifies for the "low-income" rate. This special rate will be capped at 100 households. The City will provide the list of 100 "low-income" households to Contractor. These households will be issued a 35-gallon trash cart by Contractor. Their weekly trash volume will be limited to what fits in the cart.

3.2 As of April 1, 2017, the number of Single-Family Dwellings is 4,468. The number of Single-Family Dwellings can increase or decrease each month based upon agreement of the parties. When service starts on or before the 15th of each month, the total monthly charge shall be due. When service starts after the 15th of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15th of each month, the total monthly charge shall be due for that month. If the house count dips below 4,400, at the request of the Contractor, the parties will renegotiate the monthly rate.

3.3 Contractor shall invoice residents quarterly, in advance, for the collection and disposal services. Payment shall be due thirty (30) days from date of invoice. Interest shall be charged on all accounts not paid when due at a rate of 1-½% per month. Contractor shall have the right to terminate services to a resident for non-payment. Contractor shall promptly notify the City of any such termination of services. Contractor shall provide billing information to the City in a format and on a schedule mutually agreed upon to establish quarterly billing to coincide with the City's sewer

billing schedule. The City shall provide Contractor with the name and address of every household entitle to collection of Residential Waste under this Agreement.

3.4 The fees provided above in this Article 3 shall include any and all charges, taxes and fees for the collection, transportation and disposal of all Residential Waste collected and the transportation and processing and disposition of all Recyclable Materials. Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects Contractors cost of providing the service, such as a sales tax on services, other than property taxes, Contractor may adjust the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

3.5 Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the City, and gross receipts from the sale of Recyclable Materials during the term of this Agreement. Such books and records shall be made available for examination and audit by the City at any time during business hours.

ARTICLE 4: TERM/TERMINATION

4.1 This Agreement shall commence January 1, 2018, and shall expire on December 31, 2020.

4.2 Not less than thirty (30) days prior to the expiration of the initial term and prior to any public advertisement for bids by the City, Contractor shall be allowed to request an extension or renewal of this Agreement on the same or different terms. Although Contractor may request an extension or renewal of the Agreement, the decision to extend or renew the Agreement is within the sole discretion of the City.

4.3 The City shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods. The option of the City to extend the term hereof shall be exercised by the City delivering written notice to Contractor at least one hundred-eighty (180) days prior to the expiration date of the then current term.

4.4 The City reserves the right to terminate this Agreement upon failure of Contractor to perform the work as specified to the satisfaction of the City. If in the sole judgment of the City, Contractor has not corrected their performance to be in compliance with this Agreement, the City shall notify Contractor in writing that this Agreement will be terminated in seven (7) days unless Contractor corrects the non-performance to the satisfaction of the City. The City reserves all rights and legal remedies including the right to call upon the performance bond submitted by Contractor. The remedies used by the City are cumulative and not exclusive. No waiver

by the City of a default of Contractor under this Agreement shall be construed as a waiver by the City of any subsequent default or failure to perform. In the event of failure to collect, remove, and properly dispose of the Residential Waste and Recyclable Materials covered by this Agreement, constituting 10% or more of the total number of customers within the City within a period of seven (7) consecutive days following written notice to Contractor, the City may at its option cause such Residential Waste and Recyclable Materials to be collected and disposed of by any means available to the City, and any and all expenses incurred by the City thereby may be charged to Contractor and against Contractor's performance bond.

4.5 If, at any time during the term of this Agreement, Contractor shall collect Residential Waste from any zone of the City on a day other than the scheduled day (except in case of the holidays specified above) Contractor shall notify the City this Agreement is in "Default" under this Agreement. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

4.6 Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to the other party, specifying the reason therefore and the effective date thereof, which shall be not less than five days after the date of the written notice.

ARTICLE 5: INSURANCE

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and any extension or renewal thereof, the following minimum insurance coverage's at Contractor's sole cost:

- (1) Comprehensive general liability and property damage insurance with limits of not less than \$5,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$5,000,000.00.
- (2) Comprehensive automobile liability of \$5,000,000.00 for bodily injury and property damage combined for each occurrence.
- (3) Worker's Compensation Insurance as required by statute, and employer's liability insurance with limits of not less than \$500,000.00 each employee for bodily injury by accident or \$500,000.00 each employee or bodily injury by disease.

The City shall be named as an additional insured except on the worker's compensation policy.

Contractor shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability; provided, however, that the City is named as additional insured under such umbrella policy. Contractor shall secure the required insurance from an insurance company acceptable to the City and shall provide the City with certificates of insurance within ten (10) days of the date of execution of this Agreement. The certificate shall include a provision that requires thirty (30) days prior written notice to the City of any cancellation, reduction or change in coverage of any policy indicated on said certificate by certified mail, return receipt requested.

Prior to the beginning of the term of this Agreement, Contractor shall furnish the City with the above described Certificates of Insurance and Certificate of Coverage and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the City to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

All coverages required herein shall be primary insurance as respects the City, its officials, officers, employees, volunteers and agents. Any insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the City, and shall not contribute with said coverages/insurance.

Insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the City has the right to reject insurance written by an insurer it deems unacceptable. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

ARTICLE 6: INDEPENDENT CONTRACTOR

Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations.

ARTICLE 7: EXCUSE OF PERFORMANCE

Contractor shall not be liable for its failure to perform the waste disposal and collection services hereunder due to events, actions or contingencies beyond its reasonable control, including, but not limited to, strikes, explosion, accident, flood, sabotage, riot, war, fire, acts of God; compliance with any applicable governmental laws, rules, regulations or orders; coercive action of regulatory agencies; court injunction or order; loss of permits; failure to obtain permits; or lack of adequate fuel,

power, raw materials, labor or transportation and disposal facilities; provided, however, Contractor shall work diligently to remove any such contingency.

ARTICLE 8: WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of this same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

ARTICLE 9: SEPARABILITY

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

ARTICLE 10: INDEMNIFICATION

Contractor agrees to indemnify and save harmless the City, its present and future officers, directors, employees, and agents, from and against all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of local, state or federal laws, rules or regulations, directly caused by Contractor's breach of any obligation, warranty or representation under this Agreement or any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Agreement. This obligation to indemnify shall survive the termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

ARTICLE 11: PUBLIC AWARENESS

11.1 Contractor shall assist the City with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of this Agreement.

11.2 Contractor shall continue to pick up Residential Waste throughout the City as set forth on Exhibit A during the term of this Agreement (the "Schedule"). The Schedule shall not be changed without the consent of the City nor without giving a minimum of sixty (60) days written notice to the City. Contractor shall also publish the

pending schedule change at least three (3) times in a newspaper of general circulation in the City.

11.3 Contractor shall create, supply and maintain throughout the term of this Agreement an informational brochure to the City for distribution to new residents and residents upon request. The brochure should inform residents of the aspects included in the Residential Waste and Recyclable Materials collection service. Contractor and City shall mutually agree upon the contents of the informational brochure. Contractor shall provide informational brochures for annual disbursement to all residents within the City and 150 copies for distribution at City Hall. Contractor shall also provide the informational brochure in a digital format to be posted on the City's and Contractor's websites.

ARTICLE 12: REPORTING AND CUSTOMER SERVICE

12.1 Contractor shall provide the City with the following quarterly reports:

- (1) Complaints: A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by Contractor with respect to each complaint.
- (2) Refuse: A report on the status of the collection program, including an account of the volume of Residential Waste collected each month and the disposition of same.
- (3) Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the volume of Recyclable Materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.

12.2 Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Lincoln residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) during regular business hours. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. Contractor shall notify the City of any complaints received and corrective actions taken on a monthly basis.

12.3 Contractor shall provide a point of contact to the City to handle any issues relative to the franchise contract as well as any complaints received by the City regarding the refuse, recycling and yard waste collection services provided by Contractor. Contractor shall also provide contact information for after-hours emergencies.

ARTICLE 13: PERFORMANCE BOND

Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the City by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the City against any loss resulting from any breach or failure of performance by Contractor.

ARTICLE 14: CHANGE IN SERVICE

If the City should wish to change the type or scope of service provided during the term of this Agreement, the City shall have the option to initiate the change in service by notifying Contractor in writing at least thirty (30) days prior to when a proposed change in service would begin. The City and Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the City and Contractor are unable to agree to alternate terms, this Agreement shall remain in force or be terminated, in accordance with the provisions of this Agreement.

ARTICLE 15: FLOW AND TRANSPORTATION OF REFUSE

Should a transfer station or similar garbage transportation and/ or processing facility be located within the City during the term of this Agreement, Contractor shall be required to dispose of all refuse collected from Lincoln customers at the Lincoln facility.

Routes should be coordinated in such a manner to reduce or prevent damages to alleys and City rights-of-way.

ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- (1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- (2) Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

ARTICLE 17: ADHERENCE TO SCHEDULE

Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

Contractor shall not be excused for failure to comply with the Schedule by reason of any street or other construction work performed by the City or its contractors. The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing Contractor from traveling its accustomed route or routes for collection. Contractor shall continue to collect the Residential Waste and Recyclable Materials a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to City residents.

ARTICLE 18: DEFINITIONS

18.1 "Construction Waste" means materials resulting from the construction, remodeling, repair and demolition of utilities, structures and roads.

18.2 "Landscape Waste" means all accumulation of grass or shrubbery, cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

18.3 "Recyclable Materials" means the materials described in Exhibit B attached hereto.

18.4 "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household.

18.5 "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale of produce.

18.6 "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1; et seq., as amended, or in rules promulgated thereunder.

18.7 "Hazardous Hospital Wastes" means hazardous hospital wastes as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

18.8 "Regulated Medical Waste" means regulated medical waste as defined in 40 CFR Section 259.30.

18.9 "Special Waste" means special waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

18.10 "Banned Waste" shall mean all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation.

18.11 "Potentially Infectious Medical Waste" shall mean potentially infectious medical waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

18.12 "Single-Family Dwellings" shall mean single homes and duplexes.

ARTICLE 19: GENERAL PROVISIONS

19.1 This Agreement shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Illinois. The Circuit Court of Logan County, Illinois, shall have sole and exclusive jurisdiction over any litigation related to this Agreement or arising out of either the enforcement or interpretation of this Agreement.

19.2 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19.3 No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

19.4 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Contractor:

Area Disposal Service, Inc.
P.O. Box 9071
Peoria, Illinois 61612-9071
Attention: Royal J. Coulter

City:

City of Lincoln
700 Broadway Street
Lincoln, IL 62656
Attention: City Manager

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

19.5 Time is of the essence of this Agreement.

19.6 This Agreement supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

19.7 Contractor covenants and agrees to comply at all times with all laws, ordinances, and regulations of the City of Lincoln, the County of Logan, the State of Illinois, and the United States, in the performance of service under this Agreement, including, but not limited to environmental laws and regulations.

EXECUTED as of the day and year first above written.

CITY OF LINCOLN, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: _____
Mayor

By: _____
Vice President – Sales, Strategic
Operations and Special Projects

Attest:

Attest:

Clerk

Municipal Marketing Manager

117-970

EXHIBIT A

SCHEDULE

EXHIBIT B

RECYCLABLE MATERIALS

1. PAPER ITEMS

- (a) Magazines and Catalogs
- (b) Telephone Directories
- (c) Generic Brown Paper Bags
- (d) Junk Mail
- (e) Mix Papers
- (f) Paperboard (Chipboard)
- (g) WetStrength Carrier Stock
- (h) Corrugated Cardboard Boxes

2. PLASTIC

- (a) PET (#1) Plastic Bottles and Containers
- (b) HDPE (#2) Plastic Bottles and Containers
- (c) Plastic 6 & 12 Pack Rings

3. METAL

- (a) Aluminum Cans
- (b) Steel or Tin Cans

4. GLASS

- (a) Bottles and Jars
- (b) Brown, Green, Blue and Clear Glass

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator *BM*

MEETING

DATE: October 24, 2017

RE: Discussion on advertisement for the City Administrator position.

Background: On October 16, 2017, the City Council requested discussion on advertisement for the City Administrator position at the Committee of the Whole meeting on October 24, 2017.

On September 5, 2017, the City Council approved an agreement for Interim City Administrator Services with GovTempsUSA following the resignation of Clay Johnson on August 25, 2017. The agreement established an initial term of approximately three months (September 11, 2017-December 15, 2017) for an assigned employee, with the option of extending the contract up to an additional three months (March 9, 2018).

Items for Further Discussion:

- 1) Consultant based recruitment vs an In-house recruitment process.
- 2) Anticipated timeframe for a recruitment process.
- 3) Review of existing Job Description, Salary and Benefits.

Fiscal Impact: Fees associated with the Interim City Administrator Services Agreement with GovTempsUSA are provided under the City Administrator Sub-Fund Line Item for Salaries-Appointed.

Committee of the Whole Recommendation: It is recommended that the Committee of the Whole discuss advertisement for the City Administrator position and provide direction and/or requests for additional information to City Staff.

City Council Recommendation: It is recommended that the City Council take action on the item following review and further direction from the Committee of the Whole.