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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2022-056**

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**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, APPROVING A MUNICIPAL MATERIALS  
MANAGEMENT AGREEMENT FOR THE COLLECTION AND  
DISPOSAL OF WASTE MATERIALS, RECYCLING, AND YARD  
WASTE SERVICES BY AND BETWEEN THE CITY OF BLUE  
ISLAND AND LRS WASTE MANAGEMENT SERVICES**

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**FRED BILOTTO, Mayor  
RAEANN CANTELO-ZYLMAN, City Clerk  
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON  
LUIZ MONTOYA  
NANCY RITA  
BILL FAHRENWALD  
GABRIEL McGEE  
CANDACE CARR  
JOSH ROLL**

**Aldermen**

**ORDINANCE NUMBER 2022- 056**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,  
APPROVING A MUNICIPAL MATERIALS MANAGEMENT AGREEMENT FOR THE  
COLLECTION AND DISPOSAL OF WASTE MATERIALS, RECYCLING, AND YARD  
WASTE SERVICES BY AND BETWEEN THE CITY OF BLUE ISLAND AND LRS  
WASTE MANAGEMENT SERVICES**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, the Mayor and Aldermen of the City of Blue Island have determined that it is in the best interest of the health, safety, and welfare of the residents of the City to approve the Agreement, attached hereto and made a part hereof as Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Aldermen of the City of Blue Island, Cook County, Illinois by and through the authority granted to it in the Illinois Municipal Code and in 65 ILCS 5/11-19-1 *et seq.*, as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That the Mayor and City Aldermen find and determine that the adoption of this Ordinance is in the best interests of the City as well as in the best interests of the public.

**Section 3.** The Municipal Materials Management Agreement by and between the City of Blue Island and LRS Waste Management Services (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this City Council, with such necessary substantive changes and material revisions as determined by the City Administrator or the City Attorney, and as subsequently authorized and approved by execution and delivery of the Agreement by the Mayor.

**Section 4.** The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5.** The City Administrator is hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the City as contained in the Agreement to complete satisfaction of any provision, term or condition stated therein.

**Section 6.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 7.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 8.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally left blank)*

ADOPTED this 11th day of October, 2022, pursuant to roll call as follows:

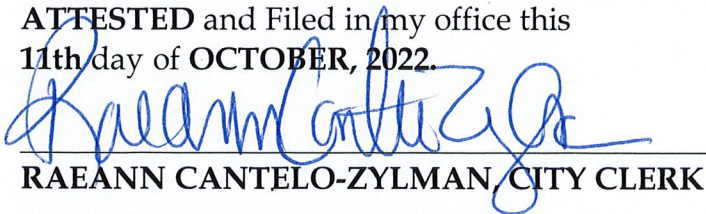
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	7				

APPROVED by the Mayor on October 11, 2022.



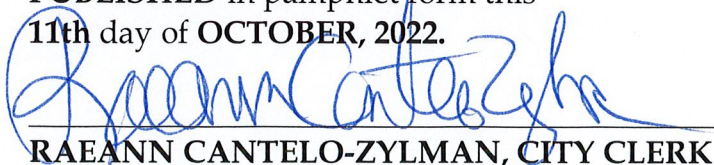
FRED BILOTTO  
MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this  
11th day of OCTOBER, 2022.



RAEANN CANELO-ZYLMAN, CITY CLERK

PUBLISHED in pamphlet form this  
11th day of OCTOBER, 2022.



RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CERTIFICATE**

I, RAEANN CANTELO-ZYLMAN, certify that I am the duly elected and acting Municipal Clerk of the City of Blue Island of Cook County, Illinois.

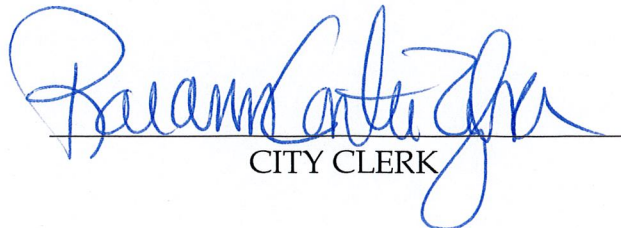
I further certify that on **October 11, 2022** the Corporate Authorities of such municipality passed and approved Ordinance No. **2022 - 056**  
Entitled: **ORDINANCE: AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, APPROVING A MUNICIPAL MATERIALS MANAGEMENT AGREEMENT FOR THE COLLECTION AND DISPOSAL OF WASTE MATERIALS, RECYCLING, AND YARD WASTE SERVICES BY AND BETWEEN THE CITY OF BLUE ISLAND AND LRS WASTE MANAGEMENT SERVICES.**

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

The pamphlet form of Ordinance No. **2022 - 056** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **October 11, 2022** 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 Blue Island, Illinois, this **11th** day of **October, 2022**.

CORPORATE SEAL

  
CITY CLERK

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )

  ss.

**CERTIFICATION**

**I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT** I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the ORDINANCE and BOOKS of the records of said City.

**I DO FURTHER CERTIFY** that the attached and foregoing is a true and correct copy of the certain **ORDINANCE: AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, APPROVING A MUNICIPAL MATERIALS MANAGEMENT AGREEMENT FOR THE COLLECTION AND DISPOSAL OF WASTE MATERIALS, RECYCLING, AND YARD WASTE SERVICES BY AND BETWEEN THE CITY OF BLUE ISLAND AND LRS WASTE MANAGEMENT SERVICES.**

**ORDINANCE NO. 2022-056** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **11th day of October, 2022**; that at said meeting 7 Alderman were present; that at said meeting, on motion duly made and seconded that the Ordinance did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Ordinance was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of 7 Alderman voted Aye and 0 Alderman voted Nay and 0 Alderman voted Abstain and 0 Alderman Absent.

**I DO FURTHER CERTIFY** that the original Ordinance which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **11th day of October, 2022**.

CORPORATE SEAL

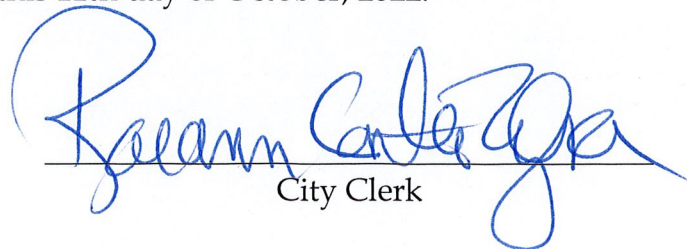
  
\_\_\_\_\_  
City Clerk

Exhibit A  
*(LRS Waste Management Services Contract)*

AGREEMENT FOR REFUSE, RECYCLABLE, YARD WASTE MATERIAL  
COLLECTION/PROCESSING/DISPOSAL SERVICES

This agreement (the "Agreement") is made and entered this \_\_\_\_\_ day \_\_\_\_\_ ("the "Execution Date") by and between the City of Blue Island, Cook County Illinois, a municipal Corporation (hereinafter referred to as the "City") and LRS Waste Management Services, Rosemont, Illinois, and having its principal place of business at 5500 Pearl Street, Suite 300, Rosemont, Illinois 60018 (hereinafter referred as the "Contractor").

WITNESSETH:

WHEREAS:

It is in the best interest of the City to protect the public health and welfare by requiring that all residents' refuse, yard waste and recyclable material, as herein defined, be collected within its boundaries.

WHEREAS:

The Contractor is qualified to provide refuse, yard waste and recyclable material collection services, and also properly process and/or dispose of said materials as agreed; and

WHEREAS:

The City desires the Contractor to collect and legally dispose of refuse, and process or have yard waste and recyclable materials processed, as defined in this document, within present and future boundaries of the City.

NOW THEREFORE:

In consideration of the covenants and the mutual promises and undertakings herein contained, the parties hereby agree as follows:

1. DEFINITIONS & SPECIFIC PROCEDURES.

A. "Refuse" means:

- (1) All household and kitchen wastes, as discarded food or food residue and paper necessarily used for wrapping, aluminum and tin cans, bottles, books, newspapers, boxes and cartons, providing all such materials are of a size sufficiently small to permit being placed in the fixed volume collection cart or in a conventional waste container or plastic bag,
- (2) Rubbish -All waste wood, wood chips, shavings, sawdust, printed paper, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of excluded waste,
- (3) Small Dead Animals -Animals or portions thereof less than ten (10 lbs) in weight that have expired from any cause, except those slaughtered or killed for human waste,
- (4) Solid Waste -Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution detrimental to public health, safety and welfare. Solid waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of excluded waste,



- (5) Waste Material-Waste material is all non-hazardous solid waste (including garbage, rubbish, yard waste and recyclable materials generated at residential units that is not excluded by this Contract. Waste material shall not include any excluded waste,
  - (6) Bulky Waste - Household items of such size as to render them unsuitable for deposit in a refuse container, but which one person can lift into a refuse truck, such as furniture, storm doors and windows, carpet, drywall and certain wood, and not exceed 50lbs.” ‘White goods’ is typically defined as: All discarded refrigerators, ranges, water heaters, freezers, air conditioners, humidifiers and other small domestic and commercial appliances. “White goods” are not included as eligible items for pickup by the Contractor. Bulky Waste must be placed out for pickup on the designated collection day. Each Stop (as defined below) may place out for collection two (2) bulk items per week, and
  - (7) Amounts of sod, earth and rocks, provided these items are put in suitable containers not exceeding (50) fifty pounds in weight each and placed out for pickup on the designated collection day.
  - (8) All mattresses, without exception, must be adequately wrapped or covered in order to be collected. Contractor will purchase and provide the City with 500 king-size mattress covers within in 30 days of the execution of this agreement.
- B. “Yard Waste Material” (also known as landscape waste) as herein defined shall mean grass, garden clippings, branch and tree trimmings, shrubbery and leaves, and shall be collected by Contractor from March 1 through December 15 provided all such materials are placed in separate closed “Kraft” paper bags or conventional waste containers and not comingled with refuse, recyclables or other waste material, and shall not exceed fifty (50) pounds in weight. Branches, smaller than four (4) inches in diameter, can be collected as yard waste, but must be bundled in four (4) foot maximum lengths and cannot exceed fifty (50) pounds in weight.
- C. “Recyclable Material” as herein defined shall include, but is not limited to, aluminum food and beverage containers, steel or bimetal food and beverage containers, empty (cleaned) paint containers (tin and bimetal), newsprint and all material that comes with newspapers, mixed paper, junk mail, catalogs, phonebooks), all corrugated cardboard (OCC and “Kraft” paper), glass food and beverage containers (clear, amber and green), plastics PETE #1 (soft drink, liquor bottles, food containers), HDPE #2 (milk, juice, water containers, laundry detergent, bleach bottles) shall be collected by the Contractor on the designated collection day provided said recyclables are placed in a Contractor-provided recycling bin, not co-mingled with any other materials/forms of refuse and placed out in the designated collection point.
- D. “Administrator” for purposes herein shall mean the City Administrator or designee authorized to administer the terms and conditions of this Agreement for the City.
- E. “Residential Locations” shall mean all single-family homes, two-family developments and three-family developments within the City.
- F. “Multi-Family Developments” shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing. Per this contract included only are two (2) unit and three (3) unit properties.
- G. “Bin” as herein defined is a metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities.
- H. “Bags” shall refer to plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 50 lbs.
- I. “Container for Garbage, Rubbish & Yard Waste Collection” as defined herein is a receptacle with the capacities designated on the exhibits hereto that is designated for the purpose of curbside collection of

garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass having handles of adequate strength for lifting and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

- J. "Container for Recycling" shall refer to a receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable materials, and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed fifty 50 lbs.
- K. "Stop" shall mean a Residential Location, which is allowed to have a mobile collection container(s). In the case of a Residential Location having more than one dwelling unit, such Residential Location shall be considered to have the number of Stops equal to the number of dwelling units contained within the respective Residential Location (for example, a three-flat shall be considered to have three (3) stops).

2. SERVICES.

The work under this Contract shall consist of all supervision, materials, equipment, labor and all other items necessary to collect and dispose of the waste material from all residential units and other specified locations in accordance with the Contract documents.

Collections shall be made from the rear lot line, alley, curbside or other mutually agreed upon location for every Residential Location one time per week.

The total number of stops will be determined and verified by the Contractor and the City on or before January 31st of each calendar year. It is agreed that at the start of this agreement the number of stops is 5,883.

Subject to the terms and conditions set forth herein and subject to the applicable laws, the contractor shall have the exclusive right to provide service to Residential Locations within the corporate boundaries of the City for the term of this Agreement.

- 3. TERM. The term of this Agreement shall commence on the first day of November 1, 2022 (the "Commencement Date"), and end at midnight October 31, 2027 (the "Initial Term"). At the mutual option of the City and Contractor, this Contract may be extended for up to five years by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms, except for the pricing, which shall be provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

Either party may terminate this Agreement, for cause, if notice of a contract violation or service deficiency is provided by the City to the Contractor and not remedied within thirty (30) days of the notice.

- 4. MINIMUM SERVICE. The Contractor agrees to furnish all labor, material and equipment to make collections of Refuse, Recyclable Material and Yard Waste Materials in the City, consisting of one (1) weekly collection of Refuse, including two (2) items of Bulky Waste, and Yard Waste Materials from each Stop throughout the City and one (1) collection of Recyclable Materials from each Stop throughout the City every other week, and in all respects per this Agreement.

Each "Stop" may place out one ninety-six (96) gallon collection cart of Refuse unless another can is issued to that stop by the City, an unlimited amount of Yard Waste Material, packaged as required and consistent with weight limit requirements as specified herein, and two (2) Bulky Waste items for pickup on the regularly scheduled once per week pickup day and as specified herein.

Each "Stop" may place out one ninety-six (96) gallon collection cart of Recyclable Waste for pickup on the regularly scheduled pickup that will occur once every other week on the scheduled pickup day as specified herein.

Additional items of "Refuse" as described in Section 1 above, are permitted and may not be included in containers. An unlimited number of bags and or containers of Yard Waste Materials of the type and weight per this Agreement may also be placed out for pickup on the regularly scheduled once per week pickup day.

The Contractor will supply one ninety-six (96) gallon Refuse bin (the "Refuse Bin") free of charge to each Stop. An additional ninety-six (96) gallon Refuse Bin may be requested by a resident to the City and the Contractor will replace the same free of charge. The Contractor will institute a system whereby the City can notify the Contractor that a resident's Refuse Bin needs to be replaced. Replacement or providing a second Refuse Bin must occur within 48 hours of such a request. The Contractor will provide a minimum of fifty (50) additional Refuse Bins to be stored on City premises with additional Refuse Bins being provided by the Contractor to the City upon request and delivered within seven (7) business days.

The Contractor will also supply one ninety-six (96) gallon Recycling bin (the "Recycling Bin") free of charge to each Stop. An additional ninety-six (96) gallon Recycling Bin may be requested by a resident to the City, if the original bin is lost or stolen, and the Contractor will replace the same free of charge. The Contractor will institute a system whereby the City can notify the Contractor that a Recycling Bin needs to be replaced. Replacement of a Recycling Bin must occur within 48 hours of such a request. The Contractor will provide a minimum of fifty (50) additional Recycling Bins to be stored on City premises with additional Recycling Bins being provided by the Contractor to the City upon request and delivered within seven (7) business days.

The contractor shall provide, via direct U.S. mail, a printed educational brochure in both Spanish and English to be distributed within the City prior to the starting date of this contract for the purpose of explaining the garbage collection program to the residents of the City. The brochure shall be distributed by the Contractor to all residential units and multi-family units within the City. Such materials shall be provided at the Contractor's own cost. The City shall approve the form and content of the brochure prior to its dissemination.

**The contractor shall provide roll-off services as delineated in Exhibits I, II and III.**

Refuse, Yard Waste and Recyclable Material will be collected by the Contractor on the Stop's regular pickup day. Exhibit I, attached hereto and made a part hereof, specifies the Basis of Prices and Method of Payment.

5. **ADDITIONAL SERVICE.** Each Stop shall be responsible for or pay for any service requested of and provided by Contractor in addition to the minimum service described in Section 4. If any such additional services are provided the service arrangement shall be between the Contractor and the customer.
6. **HOURS.** Collections shall be made between the hours of 6:00 a.m. and 7:00 p.m. on the collection day subject to such modifications as the City may grant or require. Collections shall be made as quietly as possible. Collectable materials will be placed out for pickup no later than 6:00 a.m. on the day of collection.
7. **LITTER.** The Contractor shall not cause loose Refuse, Yard Waste or Recyclable Material to become litter or otherwise spill in the process of making collections. All waste material and recyclable material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling and blowing are minimized. However, the Contractor shall not be required to collect any waste material that has not been placed in approved bins or bags in a manner provided herein.
8. **APPROVED CONTAINERS.** The Contractor shall provide and maintain an adequate supply of Recycling Bins and Refuse Bins in order to provide each Residential Location containing three or fewer dwelling units with the applicable container per Section 4 "Minimum Service" and Section 1 of this Agreement.

Additional volumes of refuse may be placed in a tightly covered metal or other non-corrodible refuse material collection container which is water-tight and does not exceed fifty (50) pounds total weight when filled.

Metal or other non-corrodible material containers shall have secure handles for convenient lifting and carrying.

Residents may also use "Kraft" or other paper disposal bags designed for the collection and disposal of yard waste materials or conventional waste containers as long as the containers are clearly marked as containing "Yard Waste Material Only" and not co-mingled with refuse, recyclables or other waste material and not exceeding fifty (50) pounds in weight. No other forms of waste may be placed in the "YARD WASTE ONLY" containers.

9. **COLLECTION EQUIPMENT.** The Contractor shall possess and maintain an adequate number of collection vehicles that meet the standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. All vehicles shall be kept in good repair, appearance and maintained in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name, a vehicle identification number and a local phone number of the Contractor. The Contractor shall be responsible for the safe operation, maintenance and care of said vehicles and for meeting all applicable equipment license, safety, insurance and operation indemnity requirements under law and as specified for the term of this Agreement. Such collection vehicles shall not leak fluids such as oil, hydraulic fluid; if found to do so, they shall be repaired by the Contractor within one (1) business day of a reported incident or of knowledge by the Contractor.
10. **OFFICE.** The Contractor shall establish and maintain an office through which it can be contacted telephonically, electronically, or in-person for service calls and complaints. The office shall be equipped with sufficient telephone lines to handle calls from the residents of the City of Blue Island, sufficient computer systems to handle emailed complaints or issues, and it shall have a responsible staff member in charge and available for the City's residents. The office shall be open between 8:00 a.m. and 5:00 p.m. Monday through Friday.
11. **TITLE TO WASTES.** All Refuse, Yard Waste, and Recyclable Material collected per this Agreement shall become the property of the Contractor as soon as it is placed in the Contractor's vehicle.
12. **DISPOSAL.**
  - A. All Refuse, Yard Waste, and Recyclable Material collected shall be disposed of and processed per all applicable statutes, laws, ordinances, rules and regulations.

For the term of this Agreement the Contractor guarantees:

    - (1) Sufficient disposal capacity in legally permitted landfills to dispose of City Refuse, and
    - (2) Sufficient compost or land application capacity in legally permitted sites for the disposal and composting requirements of the City.
  - B. The Contractor shall negotiate directly with the Owner/Operator of the disposal sites for permission to use the disposal sites, and the Contractor shall bear all disposal costs.
13. **MUNICIPAL SERVICES TO BE PROVIDED BY THE CONTRACTOR.** The following services are to be provided by the Contractor at no additional cost to the City for the term of this Agreement.
  - A. The Contractor shall provide, at no additional charge, Refuse, Yard Waste, and Recyclable Material disposal services (containers and collection of Refuse and waste materials) to the City's municipal facilities per Exhibit II. Should additional containers be required by the City said containers and pickup of Refuse, Yard Waste, and Recyclable Material from those containers will be provided by the Contractor during the term of this Agreement.
  - B. The Contractor shall conduct once each year a Spring Clean Up, if requested by the City, whereby residents will be permitted to place out for collection any additional non-hazardous residential waste materials for no extra charge. For the Spring Clean Up, waste material will be placed out on a

mutually agreed upon Saturday during the Blue Island public school spring break vacation, if possible, and Contractor will collect the Refuse, Yard Waste, and Recyclable Material.

14. LOCATION FOR PICKUP. Contractor shall collect all Refuse, Yard Waste, and Recyclable Material placed at the rear lot line of a residential building or a municipal facility, the alley, or curbside unless otherwise specified by the City. Contractor shall replace collection containers in an upright position at the pickup location after collection is made.
15. SCHEDULES. Residential and municipal facilities collection routes shall be established by the Contractor in accordance with Sections 2, 4, and 6 above. The Contractor shall submit a map designating the residential unit and municipal facilities collection routes to the City at least three (3) weeks in advance of the commencement date of such route collection activity. The Contractor may from time to time make changes to the routes on days of collection affecting residential units or municipal facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement for such changes and the City approves of the same.

The City, in its sole discretion, shall approve the days for collection in the City. Should a holiday (Christmas Day, Thanksgiving Day, New Years Day, Memorial Day, Labor Day, Good Friday, Independence Day) fall on or before a designated pickup day, all pick-ups will be delayed one day for that week only. The contractor has established pickup routes within the City boundaries. Any change to the routing schedule must meet with the approval of the Administrator.

16. CUSTOMER COMPLAINTS. All complaints shall be made directly to the Contractor and shall be resolved in a courteous manner within 24 hours, if received on a business day. When the complaint is received after normal business hours, or on the day preceding a holiday, or on a Saturday, it shall be serviced on the next working day. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for collection of waste material or recyclable materials not collected within 24-hours after the complaint is received.

The Contractor must employ bilingual employees to handle complaints by all residents of the City, some of whom do not speak English. The Contractor shall supply the City, when requested, with copies of all complaints indicating the disposition of each such complaint. The form shall show the day and hour on which the complaint was received, the nature of the complaint and who initiated the complaint as well as the day and hour and manner in which it was resolved.

17. NOTIFICATION. The Contractor shall provide the City with all information needed to notify all residents served about complaint procedures, rates, regulations and the day of collection at least two (2) weeks prior to the commencement of this Contract. In regard to any additional notifications to residents, the Contractor shall provide information relating to the same, no less than one month but no more than two months before any change shall be effective.
18. CONTRACTOR'S PERSONNEL.
  - A. Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall give the names of such person(s) to the Administrator, upon request.
  - B. All collection employees shall wear a work uniform and the uniform is to clearly indicate the employee is employed by the Contractor.
  - C. Contractor's employees driving a vehicle shall, at all times be issued and carry a valid Illinois operator's license for the type of vehicle the individual is operating.
  - D. Contractor shall require all employees to perform services in a workman like manner.
19. COMPLIANCE WITH LAWS. The Contractor shall conduct operations under this Agreement in compliance with all federal, state and local laws, ordinances and regulations. In addition, The Contractor shall be aware of

impending State of Illinois deadlines established by legislation for implementation of restrictions on disposal of certain wastes, and shall be responsible for compliance with such legislation.

20. RISK ALLOCATION.

If excluded waste is discovered before it is collected by Contractor, Contractor may refuse to the entire bin, container, bag or bundle of waste. In such situations, Contractor shall contact the City, and the City shall undertake appropriate action to ensure that such excluded waste is removed and properly disposed of by the depositor or generator of the waste. In the event any excluded waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove transport and dispose of excluded waste at a location authorized to accept such excluded waste in accordance with all applicable laws, and charge the depositor or generator of such excluded waste all direct and indirect costs due to removal, remediation, handling, transportation delivery and disposal of such excluded waste. The City shall provide all reasonable assistance to Contractor to investigate to determine the identity of depositor or generator of excluded waste and collect the costs incurred by Contractor in connection with such excluded waste. Subject to the City's Providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such excluded waste, except to the extent that such excluded waste is determined to be attributed to the City.

21. INSURANCE INDEMNITY AND HOLD HARMLESS. The Contractor shall maintain all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, during the entire term of the contract at least the following insurance coverage:

A. General Liability:

- (1) Bodily injury and Property damage, with limits of not less than two million five hundred thousand dollars (\$2,500,000.00) per occurrence and five million dollars (\$5,00,000.00) aggregate.

B. Automotive Liability:

This insurance must include all non-owned, hired, leased or rented vehicles as well as owned vehicles.

- (1) Bodily and Property injury with limits of not less than three million (\$3,000,000.00) and MCS-90 endorsement for pollution liability coverage.

C. Commercial General Liability

- (1) Bodily injury and Property damage, with limits of not less than two million five hundred thousand dollars (\$2,500,000.00) per occurrence and five million dollars (\$5,00,000.00) aggregate.
- (2) This policy must include contractual liability coverage specifically covering Contractor's indemnification of the City herein.

D. An excess umbrella liability policy shall be provided with minimum limits of two million dollars (\$2,000,000.00) per occurrence and in the aggregate.

E. Workers Compensation:

- (1) Coverage A – statutory
- (2) Coverage B – Employers' Liability in the amount of \$1,000,000 per each bodily injury by accident; \$1,000,000 policy limit for bodily injury by disease; and \$1,000,000 per each occurrence of bodily injury by disease.

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M, bests of at least "A-" and a financial size category of at least VII.

The Contractor will name the City of Blue Island as additional insured under all insurance policies. The Contractor will prove that all insurance is in full force and effect by filing a Certificate of Insurance with the City Clerk. No policy shall permit termination or modification without at least ten (10) days prior written notice to the City. A new Certificate of Insurance shall be filed with the City Clerk at least ten (10) days prior to the expiration or termination of an existing policy of insurance.

The Contractor shall also provide Workmen's Compensation Insurance in the amounts required by statute and as stated above. Proof shall be filed with the City Clerk that all such insurance is in full force and in effect including the same terms as defined above with respect to termination and modification.

The amount of insurance required shall in no way limit the amount of insurance that the Contractor may carry, and in no way limits the liability of the Contractor for any and all liability of Contractor in connection with this Agreement. Written notice shall be given to the City by the Contractor of any claims against the Contractor for damages for injury to persons or property within thirty (30) days after knowledge of such claim. Failure to give such notice in a timely fashion shall not affect Contractor's liability per this Agreement.

The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees against injuries or death of a person or persons, and the Contractor shall defend, indemnify and hold harmless the City, its officers, agencies and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with the performance of this Agreement including destruction or damage to any property, contamination of or adverse effects on the environment (including Federal and State Superfund investigations, fines, assessments or remedial actions) including operations of subcontractors and acts or omissions of employees or agents of the Contractor or its subcontractors; provided however that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses and attorney's fee arising out of an act or omission found to be willful or negligent on the part of the City, its officers, agencies and employees. This paragraph shall survive the termination of this Agreement.

To the fullest extent permitted by applicable law, the Contractor waives any limits to the amount of its obligations to indemnify, defend and hold harmless in any way resulting from or arising out of the operations in connection with the performance of this Agreement, including any claim by an employee of the Contractor that may be subject to the Workers Compensation Act, 920 ILCS 305/1 et seq. or any other related law or judicial decision. The City does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

22. ASSIGNMENTS. No assignment in whole or in part of this Agreement shall be made by the Contractor without the express written consent of the City. In the event of any assignment, the assignee shall assume the liability of the Contractor and the Contractor shall not be relieved therefrom without the City's consent.
23. BANKRUPTCY. It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily then this agreement shall terminate effective on the day and at the time the bankruptcy petition is filed, subject however to the City's rights to recover for any breach under such contract. The Contractor shall list the City as a creditor in any bankruptcy filing.
24. PERMITS AND LICENSES. The Contractor shall obtain at his own expense all permits and licenses required by Federal, State or local law or ordinance, rule or regulation, maintain the same in full force and effect during the terms of the contract, and pay all taxes required by the City and State.
25. STANDARD OF PERFORMANCE.

- A. If the Contractor fails to collect Refuse, Yard Waste, and Recyclable Material per this Agreement for a period in excess of two (2) consecutive, scheduled, working days or fails to perform per the terms of this Agreement in a satisfactory manner as determined by the City, the City may, but shall not be required to take the following action.
- (1) Notify the Contractor in writing of its default under the Agreement and that this Agreement will be terminated unless the Contractor shall perform to the satisfaction of the City within five (5) days of the date of the aforesaid notice was mailed by the City. In the event the default is not cured the City may terminate this Agreement and the City's obligation and Contractor's rights hereunder shall cease and be of no further force and effect.
  - (2) The City shall have the right to contract with another party to collect garbage and refuse materials should the Contractor not perform as specified in this Agreement and any expenses incurred by the City which are not satisfied by the revenues generated from the existing rates herein specified shall be charged to the Contractor.
- B. Contractor agrees that in the event Contractor fails to fulfill any of the provisions stipulated in this Agreement, the City may at its option, without waiving any of its other rights, hire such individuals and equipment and enter such contracts as it may deem necessary to perform the work described in this Agreement. In addition, the City shall be entitled to all losses, including all costs, expenses and attorney's fees arising out of or in conjunction with or otherwise resulting from such failure of performance on the part of the Contractor.
- C. Payment for Completed Work. In the event of any termination or suspension under this Agreement above, Contractor shall have the right to be paid for all work done prior to the effective date of such termination or suspension and to be paid for all work done per the requirements of this Agreement and for all costs pertaining to the work, exclusive of overhead and profit, as the Contractor may have reasonably and necessarily incurred.
26. LAW TO GOVERN AND VENUE. This agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance and venue shall be Cook County, Illinois.
27. FORCE MAJEURE. Except for City's obligation to pay amounts due to Contractor, any failure of delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to: strikes, riots, terrorists acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from flood, hurricane or similar or different Act of God, over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.
28. MODIFICATION. This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified changed or amended in any respect unless in writing and signed by the parties hereto.
29. RIGHT TO REQUIRE PERFORMANCE. The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City hereafter to enforce same.
30. ENTIRE AGREEMENT. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.



31. **NOTICE.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and sent via electronic mail. The notice shall be deemed sufficient when delivered personally or by a nationally recognized overnight courier, addressed to the party to be notified at such party's address as set forth in this paragraph or as subsequently modified by written notice.

To the City:                   City of Blue Island  
                                      Attn: City Administrator  
                                      13051 S. Greenwood  
                                      Blue Island, IL 60406

Cc:                           Montana & Welch LLC  
                                  Attn: Erin E. Blake  
                                  11950 S. Harlem Avenue, Suite 102  
                                  Palos Heights, Illinois 60463

To the Contractor:

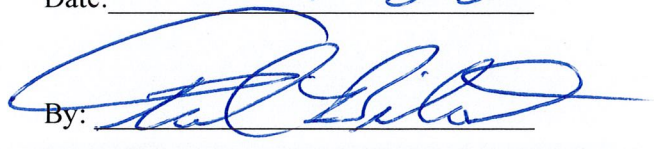
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CITY OF BLUE ISLAND

LRS WASTE DISPOSAL

Date: 10-13-22

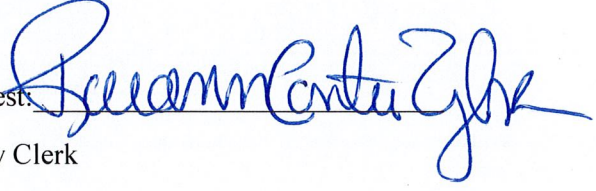
Date: \_\_\_\_\_

By: 

By: \_\_\_\_\_

City Mayor

President

Attest: 

Attest: \_\_\_\_\_

City Clerk

Secretary

## EXHIBIT I

### BASIS OF PRICES AND METHOD OF PAYMENT

#### **Waste and Recyclable Materials Collection and Disposal Rates.**

- (A) The prices to be paid by the City for the collection and disposal of waste material from all residential units and municipal facilities shall be shown in Exhibit III, and shall be computed based upon the actual number of residential units and specific municipal facilities to which Contractor provided such services during each month of this Contract.

#### **Modification to Rates**

- (A) Beginning January 1, 2024, and every year thereafter, the fees in Exhibit III, which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upwards, if applicable, by applying the previous year's rate of inflation, calculated based on the Consumer Price Index – Urban Wage Earners and Clerical Workers (Chicago-Naperville-Elgin Area) published by the United States Bureau of Labor Statistics for the 365-day period ending on the most recent January 1. Any such increase, however, will increase no less than 3.0% but will be capped at 106% of the previous year's rate.

**City to Act as Collector.** The City shall submit statements to and collect from all residential units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

**Delinquent and Closed Accounts.** The Contractor shall discontinue waste material collection service at any residential unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume waste material collection on the next regularly scheduled collection day. The City shall identify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

**Contractor Billings to City.** The Contractor shall bill the City for waste and recyclable material collection and disposal services rendered to residential units within ten (10) days following the end of the month. In accordance with the Local Government Prompt Payment Act (50 ILCS 505/), the City will approve invoices received within 30 days (50 ILCS 505/3) and pay approved bills within 30 days (50 ILCS 505/4), unless financial circumstances require otherwise, and notice is given to the Contractor regarding the same. Such billing and payment shall be based on the price rates and schedules set forth in the Contract documents. The Contractor shall be entitled to payment for service rendered to residential units irrespective of whether or not the City collects from the Customer for such service.

**Fixed Volume Services.** The Contractor shall invoice the City on the last business day of each month for the term of the Agreement for the fixed volume service provided. (Units served, verified on or before January 31 of each calendar year, during the term of this Agreement multiplied by the current unit cost per month.) The number of stops shall be determined per Exhibit III of this Agreement. The City shall reimburse Contractor within thirty (30) business days of receipt of monthly invoice, unless financial circumstances require otherwise, and notice is given to the Contractor regarding the same

**Audit.** The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

**House Count.** The Contractor and City shall, at a minimum, conduct an annual house count for purposes of ensuring that all residential units are accounted for, and that payment and billing reflect the proper house count figures.

EXHIBIT II  
MUNICIPAL SERVICES

Refuse, recycling and yard waste collections are to be provided to City Municipal buildings listed below, at a minimum of (2) times per week, and for City owned decorative waste baskets located in the Blue Island Business District (Business District Map attached and made part of Exhibit III) at a minimum of (3) times per week at no cost to the City. LRS will also provide dumpsters for any City event at no additional cost. These services shall include the removal of general debris, recyclables and yard waste.

13051 Greenwood Avenue – City Hall  
2434 Vermont Street – City Hall East Annex  
2802 123<sup>rd</sup> Street – Meadows Golf Course  
13257 Division Street – Fire Station # 2  
2805 W. 141<sup>st</sup> Street – John D. Rita Recreation Center  
3153 Wireton Road – Public Works Facility  
2703 Highland Avenue – Water Garage

EXHIBIT III  
PRICE/COST OF SERVICES

**Fixed Volume Services:**

**(A) Roll Off Service**

Upon the signing of this Contract, Contractor will provide the City 30 yard roll-off boxes for municipal solid waste at a flat rate of \$375 per roll-off box including tonnage and for tires at a flat hauling rate of \$195.00 plus \$145.00 per ton.

**Municipal Waste and Recyclable Collection Services:**

(A) Upon the signing of this contact, Contractor will provide solid waste, recycling, yard waste and bulk items services at the following rates (subsequent year rates will adjust according to the modification of rates section identified in Exhibit I).

(1) Single Family Homes: \$22.10/month (rate includes waste, recycling, yard waste, and two (2) bulk items per week)

(2) Two-Flat Homes: \$22.10/month (rate includes waste, recycling, yard waste, and two (2) bulk items per week)

(3) Three-Flat Homes: \$22.10/month (rate includes waste, recycling, yard waste, and two (2) bulk items per week)