



SPECIAL MEETING NOTICE & AGENDA
OF THE CITY COUNCIL
OF THE CITY OF STREATOR
204 S. BLOOMINGTON STREET
STREATOR, ILLINOIS 61364

FRIDAY, MARCH 30, 2018
8:30 A.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

NEW BUSINESS

- 1. RESOLUTION 2018-15. APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT AGREEMENT IN WITH WASTE MANAGEMENT, INC. SOLID WASTE, RECYCLING AND YARD WASTE SCAVENGERS AND ELECTRONIC AND HOUSEHOLD CHEMICAL PICK-UP.**
- 2. ORDINANCE 2018- 12. AUTHORIZING AND ADOPTING AN ORDINANCE AMENDING THE CITY OF STREATOR MUNICIPAL CODE OF ORDINANCES, CHAPTER 3, REVENUE AND FINANCE, SECTION 3.48, FEES AND DEPOSITS FOR CITY SERVICES (SEWER AND SOLID WASTE)**
- 3. RESOLUTION 2018-16. SELECTING CERTAIN GROUP HEALTH PROVIDERS FOR EMPLOYEE INSURANCE BENEFITS PROGRAM.**

ADJOURNMENT

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's office at (815) 672-2517, 24 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.

March 29, 2018

TO: Mayor & City Council

FROM: Scot Wrighton, City Manager



RE: March 30, 2018 Special City Council Meeting

Residential Solid Waste Contract

On March 20 the City Council discussed options for continuing the city's residential solid waste collection, recycling and disposal services. Four companies picked up the city's solid waste RFP, and competitive bids were received from two of these by the March 19 deadline: Republic Services, and Waste Management, Inc. Following extensive discussion, the City Council directed staff to prepare contract documents with Waste Management, Inc. for a new contract term from and after May 1, with the following parameters:

- Contractor may continue to use existing 96-gallon cartons/carts so long as they are replaced as needed, and the Public Works Director will have the unappealable authority to order replacement of any cart as he determines necessary at no extra cost to the city or the customer.
- "At-Your-Door" concierge services for the collection of electronics and a full range of household hazardous wastes will be added to the city's residential services contract for an additional \$1.30/month per unit. The contractor will be expected to ramp up additional public information about this added service.
- The combined monthly fee, paid by the city to the contractor, will be \$18.95/month per unit; the city will add its overhead costs for printing, mailing and collecting bills from customers. The current fee is \$18.25.

The contract document is attached and is ready for council action.

Adjustment of Solid Waste Fee Billed to Residential Customers

In accordance with the new contract with Waste Management, Inc., the fee to residential customers will require adjustment. Last year the City Council reduced its solid waste fee from \$23.00/month per residential unit to \$22.00/month in order to pass on savings obtained by the city to taxpayers. With a 70-cent increase in the base fee paid to Waste Management, Inc., and a marginal increase in the city's overhead costs, it is recommended that the customer fee be returned to \$23.00/month. A resolution making this change (effective May 1) is attached. Although the council should revisit the fee annually, I believe this adjustment is sufficient to fully fund this enterprise service—a service that includes a \$1.30/month value-added addition.

Employee Group Health Insurance Renewals

The City Council discussed this item at its March 20 Study Session. As of that date, Blue Cross/Blue Shield of Illinois (BCBS) sought a substantial rate hike while United Health Care (UHC) proposed group coverage that was well below the city's current premium and administrative costs. Including medical, dental, vision and life insurance, the annual aggregate price difference achieved by moving away from BCBS to UHC/Delta Dental was approximately \$160,000. Two days after the council's study session, however, BCBS amended their proposal to one-half-of-one-percent (0.5% increase). This reduced the BCBS-to-UHC/Delta savings differential to approximately \$106,555 (98,755 + Delta Dental of \$7,800).

The estimated \$106,555 savings does not fully account for the financial impact of the still pending police union grievance regarding insurance coverage. All of the city's union contracts provide for a \$500 deductible and an 80/20 cost sharing arrangement after employees meet the \$500 deductible, up to the stop-loss level. The city self-insures the 80% cost between the employees' \$500 deductible and the plan's \$5000 deductible, because this cost is less than the premium savings derived from using a high deductible. Despite the clear language of the union contract, the police union asserts that the city must pay 100% rather than 80% of the deductible differential. Attorneys for the city and the union submitted final arguments to the arbitrator this week; so a final decision on this arbitration case will not be available in time for it to directly impact the City Council's decisions about group health plans. Generally, insurance companies give the city about 60 to 70 days notice on cost renewals, and if changes are to be made they need to be approved 30 days ahead of the plan's anniversary date to avoid any possibility of interruption of coverage.

Despite the uncertainty, this police union grievance should still be a factor in the City Council's decision-making; specifically, it should influence a decision about whether to roll back the plan deductible level from \$5000 to \$2500.

Another factor in the City Council's decision-making is that at some point (whenever it is found to be the most financially advantageous for the city) I believe we should move the plan anniversary date to either October 1 or November 1. It could result in lower premiums because of when the city will be going to the market, and it will provide greater cost predictability for the budget. If we want to make the anniversary date change in 2018, then we should stay with BCBS. If we change to UHC, then we should not consider making the change until the Fall of 2019—not just because of employee disruption, but also because changing the renewal date in the same year as a provider change will cause us to lose the discount we would otherwise receive from having a full 12 months of claim history with the same provider.

RESOLUTION 2018 –15

AUTHORIZING EXECUTION OF A CONTRACT WITH WASTE MANAGEMENT, INC,
FOR COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE IN THE CITY OF
STREATOR MAY 1, 2018 AND ENDING APRIL 30, 2025

WHEREAS, the city of Streator located in the Counties of LaSalle and Livingston, State of Illinois, has determined that it is advisable, necessary and in the public interest to provide solid waste, recycling, and yard waste scavenger services for the residents of the City; and

WHEREAS, the current solid waste collection service contract ends on April 30, 2018, and the City Manager, acting under the Council’s direction, solicited for proposals for residential solid waste collection, recycling and disposal services, which bids were opened on March 19, 2018; and

WHEREAS, the City Council has found that the most cost-effective and preferred proposal is from Waste Management of Illinois, Inc.;

NOW THEREFORE, be it resolved by the City of Streator, Counties of LaSalle and Livingston, State of Illinois that:

SECTION ONE: That the attached contract for solid waste, recycling disposal, and yard waste scavenger services is hereby approved with Waste Management of Illinois, Inc.

SECTION TWO: The City Manager is hereby authorized, empowered, and directed to negotiate and execute a final contract provided the scope of services and cost are substantially in conformance with the attached contract.

Passed by the City Council of the City of Streator, LaSalle and Livingston Counties, Illinois at a regular meeting thereof held on 30th day of **March, 2018** and approved by me as Mayor on the same day.

APPROVED:

Jimmie D. Lansford, Mayor

ATTESTED:

Patricia L. Henderson, City Clerk

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Jimmie D. Lansford				
Councilwoman Tara Bedei				
Councilman Ed Brozak				
Councilman Brian Crouch				
Councilman Joe Scarbeary				

MUNICIPAL RECYCLING AND WASTE AGREEMENT

This Municipal Recycling and Waste Agreement (the "Agreement") is entered into on _____, 2018 (the "Effective Date"), by and between the City of Streator, Illinois, ("City"), and **Waste Management of Illinois, Inc.** ("WM"), a Delaware corporation.

Recitals

- A. The City desires to provide its citizens with environmentally sound solid waste collection and disposal and recyclable materials collection;
- B. WM and its affiliates have extensive experience in providing solid waste and recyclable materials collection, disposal and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained with 96-gallon Carts placed at the curbside on the proper weekly collection day, but occasional overflow of waste is permitted if properly sealed in plastic garbage bags in proximity to the Cart. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- b. Excluded Waste – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; electronic wastes, containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- c. Bulk Item – shall mean large furniture-type items such as couches, chairs, mattresses, tables and other furniture pieces including carpeting that has been cut, tied and bundled into rolls no larger than 4 feet long and each bundle weighing no more than 50 pounds. Up to eight (8) rolls of carpeting and padding per collection will be accepted for collection as a Bulk Item. Bulk Items do not include bags or boxes of construction debris or hazardous waste, waste tires, White Goods, materials which are flammable, explosive, caustic for example, automotive batteries, engine oil or fuel/propane tanks.
- d. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- e. Residential Unit – shall mean a single-family residence, townhouse, duplex within the corporate limits of the City occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when either domestic water or light and power services are being supplied thereto. Multi-family units, apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement unless agreed to in writing by the City and WM on a case by case basis.
- f. White Goods – shall mean those items defined by IAC Title 35 Sec 875.101 and shall mean all discarded refrigerators, ranges, water heaters, freezers, air conditioners, and other similar domestic large appliances.
- g. Yard Waste – any waste materials typically derived from landscaping; including but not limited to: grass clippings, leaves, trimmed branches and shrubbery. Branches and brush must be bundled and tied with string or twine (not wire). Branches must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter. Each bundle must not weigh more than 50 pounds. Unbundled brush will not be collected.
- h. At Your Door Collection – defined in Exhibit B

II. TERM

The initial term of this Agreement shall be for seven (7) years commencing on May 1, 2018, and expiring April 30, 2025. Upon expiration of the Initial Term, this Agreement may be extended by mutual agreement of both parties. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Residents Units of the City, which currently consists of approximately 4,832 Residential Units (the "Service"). As part of the Service, WM shall:
 - i. Cart Supply. Each Residential Unit has already been provided a 96-gallon Cart for Acceptable Waste and a separate 96-gallon Cart for Recyclable Materials. New Residential Units will be provided a 96-gallon Cart for Acceptable Waste and a separate 96-gallon Cart for Recyclable Materials as they Units are added to the City. The Carts and equipment WM furnishes Residents and the City shall remain WM's property.
 - ii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste and one (1) Bulk Item shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and City. Collections shall occur during ordinary hours but in no instance earlier than 6:00 am. All Acceptable Waste must be placed at the curb for collection no later than 6:00 A.M. on scheduled day of collection. A Residential Unit may contact

WM to arrange for the collection of additional Bulk Items at an additional cost to be invoiced directly by WM for payment by the Residential Unit.

- iii. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on a bi-weekly basis, subject to the terms and conditions in Exhibit A. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
- iv. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include White Goods collection, construction or demolition waste collection, or Christmas tree collection. Services to commercial establishments are not covered by this Agreement.
- v. Disposal. WM shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste
- vi. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday.
- vii. Cart Replacement. WM shall replace at no charge to the City or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged including odors, or destroyed through no fault of WM, the occupant of the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- viii. Additional Services.
 - Additional Cart Rental. WM shall make available for rent additional 96-gallon carts to Residential Units for Acceptable Waste or Recyclable Materials. The rental fee per month shall be \$4.00 per Cart for a one-year minimum rental period. The Residential Unit is responsible for the monthly rental fee and will be invoiced directly by WM.
 - WM shall make available educational materials to explain the procedures for proper preparation of the materials to be disposed of or recycled. In the event WM does not take materials properly prepared for disposal, WM shall leave an information tag describing the noncompliance.
 - Yard Waste will be collected once per week on the same day as Acceptable Waste from April 1st through November 30 each calendar year during the Term. All Yard Waste must be placed in Kraft paper bags designed for the collection and disposal of Yard Waste or a 96-gallon Cart rented by the Residential Unit. All Yard Waste shall be placed at the curb by 6:00am on collection day. Unbundled brush will not be collected.
 - City Facilities. At no additional cost and unless otherwise noted below, weekly Collection of Acceptable Waste and, if requested by the City, Recyclable Materials at the following City locations, and for the Troy Township Fire Protection District Buildings and the Troy-Streator Public Library.

Location	Equipment	Service Frequency
City Hall, 204 S. Bloomington Street	One 2-yard Waste container	Twice weekly
	Two 96-gallon Recyclable Materials Carts	
Streator Fire Department, 108 N. Wasson Public Works Building, 307 Murdock St	One 2-yard Waste container	Once Weekly
	One 2-yard Waste container	Once Weekly
Streator Public Library, 130 Parks St	One 2-yard Waste container	Once Weekly
	One 6-yard Waste container	Once Weekly
Bodznick Field, 918 Livingston	One 6-yard Waste container	Once Weekly
South Side Ball Diamond, 715 1/2	One 6-yard Waste container	Once Weekly
City Park, 130 Park St.	One 6-yard Waste container	Once Weekly
Anderson Field, 1901 N Bloomington St	One 2-yard Waste container	Once Weekly
Owen Field (Broadway), 602 Iowa St.	One 2-yard Waste container	Once Weekly
James Street Recreation Center, 712 James St.	One 2-yard Waste container	Once Weekly
Marilla Park Shelter, 109 Murdock St.	One 96-gallon Waste Cart	Once Weekly

- b. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
- c. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner
- d. Complaints and Missed Pick-Ups. All complaints as to WM’s provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting
- e. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- f. Exclusive. The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees that it will not allow anyone other than WM to lease carts to residents or engage in the collection of residential waste within the City

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 4,832 Residential Units; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes accordingly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. WM shall keep accurate route sheets and/or a Residential Unit database that shall be provided to City promptly upon its request.

V. FEES AND PAYMENTS

a. Service Fee per Residential Unit. The fees to be paid by the City to WM are based on the collection of one (1) Acceptable Waste and one (1) Recyclable Materials Cart per Residential Unit, placed at the curbside by the Resident by 6:00am the morning of pickup, at the frequency identified in this Agreement. The fee per Residential Unit, per month, shall be Seventeen and 65/100 Dollars (\$17.65). The monthly fee paid to WM shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current House Count x Fee = Monthly Invoice Amount]. The fee per Residential Unit, per month, for At Your Door Service shall be One and 30/100 Dollars (\$1.30).

b. Annual Increase. Annually, the monthly fee per Residential Unit shall be adjusted on each anniversary of the effective date of this Agreement by three percent (3%).

c. Invoices and Payment. WM will submit monthly invoices to the City and the City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

d. Changes in Law. Notwithstanding anything to the contrary in this Agreement, WM may modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, disposal or processing costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

VI. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VII. FORCE MAJEURE

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. INDEMNIFICATION

a. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. WM agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

IX. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence

		\$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

WM shall maintain with the City a performance bond in the amount of two hundred twenty thousand dollars (\$220,000.00) guaranteeing the performance of WM and on its full compliance with the laws of the State of Illinois, and the ordinances of the City for the term of this Agreement. Said bond shall be executed with a surety company licensed to do business in the State of Illinois and acceptable to the City and shall be subject to approval as form and content by the City.

X. MISCELLANEOUS PROVISIONS

a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.

b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.

c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.

g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.

h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

Waste Management of Illinois, Inc.

City of Streator, Illinois

Signature by: _____

Signature by: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A
Single Stream Recycling

The list of items below represents the current materials currently being accepted by WM as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables ("Recyclables")	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

I. Additional Specifications

- a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
- b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
- c. All aerosol cans must be empty with less than 5% content
- d. All plastic containers must be empty, caps removed; less than 5% food debris.
- e. All Fiber must be dry and free of food debris and other contaminating material.
- f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:

- a. Materially impair the strength or the durability of the WM's structures or equipment;
- b. Create flammable or explosive conditions in WM's facilities;
- c. Contain dry cell batteries or lead acid batteries;
- d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public; or,
- e. Contain Excluded Waste as defined in the Agreement.

III. If loads of the mixed recyclables materials do not meet WM's specifications for acceptable recyclables or are otherwise not properly segregated from the waste, WM shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the City or Resident.

IV. Upon written notice to the City and Residents, WM may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials

EXHIBIT B

WASTE MANAGEMENT'S AT YOUR DOOR SPECIAL COLLECTION® SERVICE STATEMENT OF WORK

The following sets forth the description of Waste Management's At Your Door Special Collection® service, which will provide the on-demand year round residential household hazardous waste collection service.

Section A - Service Description

Waste Management's At Your Door Special Collection® service is provided to residents to properly manage household hazardous waste including electronics by safely collecting these items at the home. When residents need to dispose of their unwanted eligible materials they can reach out and schedule a home collection appointment. For residents to participate in this service, they must first schedule a home collection, which is available year-round. Waste Management provides two easy options to schedule service: The participant may go to www.wmatyourdoor.com, or contact our Operations Service Center through our phone number. The Operations Service Center staff from our U.S. based Operations Center will process the service request. The website is accessible 24/7 and the Operations Service Center is available Monday through Friday.

As part of the request for service, the participant is provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. This is a demand based service, so the frequency of collections will vary.

After the resident schedules their collection, a collection kit will be sent to them. The resident is responsible to package the materials and place them out on the designated collection date. The collection kit consists of a plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection.

On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home in the appropriate easy-to-find location. Materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway. The Waste Management Service Technician will not enter the premises, which include homes, garages or sheds to gather or remove any material.

After collection by the Service Technician, eligible materials are transported away from the residence and sent to the appropriate recycling and processing facilities. WM is not responsible for any materials placed out for collection until the items are collected by Waste Management personnel.

Section B - Materials Management

This list below includes the most common eligible items for the At Your Door Special Collection® service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. We reserve the right to modify the list. Additional instructions may apply, based on applicable regulations.

1. Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Misc. Household

- Household batteries
- Straight fluorescent tubes/ Compact fluorescent bulbs (5 max.)
- High intensity lamps
- Hobby glue
- Driveway sealer (5 gal. max)

Flammable & Combustible Materials

- Kerosene
- Solvents

Electronics with Circuit Boards (25 lbs. total)

- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

2. Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the At Your Door program. Business items located at homes are still business waste and are excluded. Additional ineligible items are:

- Biological Waste
- Ammunition and Explosives
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire extinguishers
- Food waste
- Gas cylinders/pressurized cylinders
- Liquid/Elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation including leaking containers
- Medicines/pharmaceuticals
- Radioactive materials: smoke detectors
- Tires
- Trash and white goods including bulky items
- Unknown or unlabeled materials

The At Your Door Special Collection program reserves the right to refuse collection of additional items not listed as an eligible material above. The At Your DoorSM service reserves the right to refuse acceptance of any items it deems excluded, that poses a safety

risk or other hazard, or are outside of the scope of the program, which is designed for the collection of home-generated special materials.

3. Treatment methods

This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

Section C - Participant Surveys

To increase communication with the resident and provide feedback on this valuable service, Program participants will be sent a survey through a feedback card or online process. Participants are encouraged to provide feedback of the program.

Section D – Reports

Standard reports are available upon request.

Section E – Training and Experience

From our Service Technicians to our Operations Service Center Specialists, all team members participate in Waste Management's in-depth and on-going training process. Service Technicians must complete the 40 hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training is updated periodically to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

Waste Management's At Your Door Special CollectionSM service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials /household hazardous waste residential collection programs that comply with federal, state and local regulations. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with numerous municipalities and hundreds of thousands of residents will be applied to your community.

Section F – Regulations and Hazards

This program will comply with existing applicable federal, state, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable state, federal or local laws.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, Waste Management has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and Waste Management shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Waste Management to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

In the event of a natural disaster affecting the community, Waste Management's At Your Door Special Collection program will be suspended for a period of up to six months, or another period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise agreement

At Your Door Special Collection[®] is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. At Your DoorSM and At Your Door Special Collection[®] are marks of WM Intellectual Property Holdings, LLC.

Section G – Pricing

The cost of the program is as follows: Single family homes = \$1.30 per home, per month

ORDINANCE 2018-12

ORDINANCE AMENDING THE CITY OF STREATOR MUNICIPAL CODE OF ORDINANCES,
CHAPTER 3, REVENUE AND FINANCE, SECTION 3.48, FEES AND DEPOSITS FOR CITY
SERVICES (SEWER AND SOLID WASTE)

WHEREAS, The City Council desires to provide efficient and comprehensive solid waste collection services in the city through a service contract with Waste Management, Inc. for residential collection of solid waste, and dumpster services at city facilities, electronic waste collection, residential collection of all household garbage and recycling, for a period of seven years; and

WHEREAS, the City Council is committed to making its enterprise funds fully self-supporting;

NOW THEREFORE, the per unit, per month, fee for solid waste services will increase by \$1.00 (One Dollar) from and after May 2, 2018 in accordance with Section 3.48.07 of the Streator Municipal Code and will be \$23.00/month from May 1, 2018 to April 30, 2019.

Passed by the City Council of the City of Streator, LaSalle and Livingston Counties, Illinois, at a special city council meeting thereof on the 30th day of **March 2018**, and approved by me as Mayor on the same day.

APPROVED:

Jimmie D. Lansford, Mayor

ATTEST:

Patricia L. Henderson, City Clerk

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Jimmie D. Lansford				
Councilwoman Tara Bedei				
Councilman Ed Brozak				
Councilman Brian Crouch				
Councilman Joe Scarbeary				