

ORDINANCE NO. O2015-14

**AN ORDINANCE OF THE VILLAGE OF UNIVERSITY PARK,
COOK AND WILL COUNTIES, ILLINOIS APPROVING A RESIDENTIAL REFUSE
COLLECTION AGREEMENT WITH HOMEWOOD DISPOSAL CO., INC. AN
ILLINOIS CORPORATION DBA STAR DISPOSAL**

WHEREAS, the Village of University Park, Cook and Will Counties, Illinois (the "Village") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village of University Park as a home rule municipality has authority and power to regulate for the protection of the public health and welfare; and

WHEREAS, the Village of University Park has formulated a program for the refuse collection for single family residences which provides for the collection of garbage, rubbish, refuse, recyclables, and yard waste; and

WHEREAS, Homewood Disposal Co. Inc, DBA Star Disposal ("Star"), has serviced the Village of University Park for several years as a result of submitting the lowest responsible bid for garbage collection; and

WHEREAS, the Village of University Park believes it is in the best interest of the residents of the village to continue to use the services of Star under the terms and conditions as set forth in Exhibit A which is attached.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of University Park, Cook and Will Counties, Illinois, by and through its Home Rule Powers, as follows:

Section 1. That the above recitals 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. The Agreement by and between the Village of University Park, and Homewood Disposal Co., Inc. DBA Star Disposal (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 Board of Trustees, with any and all such necessary changes as may be approved by the Mayor and Board of Trustees.

Section 3. The Mayor and Village Clerk are hereby authorized and directed to execute and deliver said Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The Officers and Officials of the Village are hereby authorized to undertake actions on the part of the Village as contained in said Agreement to complete satisfaction of any provision, term and condition thereof, as stated therein.

Section 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this 28th day of April, 2015.

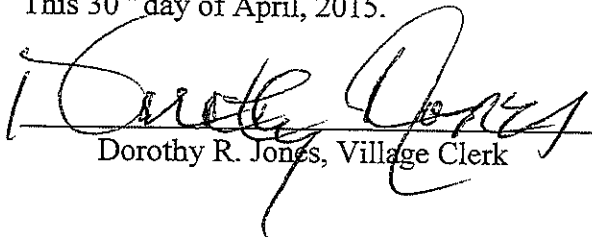
AYES: Trustees Williams, Payton, Griffin, Roudez, and Mayor Covington

NAYS: None

ABSENT: Trustees O. Brown and L. Brown

ATTEST AND CERTIFIED AS TO
PASSAGE AND ACCURACY

This 30th day of April, 2015.


Dorothy R. Jones, Village Clerk


Vivian Covington, Mayor

Exhibit A

Agreement

RESIDENTIAL REFUSE COLLECTION AGREEMENT

THIS AGREEMENT as of the 28th day of April, 2015, by and between the Village of University Park, Cook and Will Counties, Illinois, a home rule Illinois municipal corporation (hereinafter called the "Village") and Homewood Disposal Co. Inc., an Illinois corporation DBA Star Disposal (hereinafter called "Star").

WITNESSETH:

WHEREAS, the Village of University Park, a home rule municipality of the State of Illinois has formulated a program for refuse collection for single family residences which provides for the collection of garbage, rubbish, refuse, recyclables and yard waste; and

WHEREAS, Star has serviced the Village for several years as a result of submitting the lowest responsible bid for a garbage collection program for all single family residences, town homes and apartments the Village desires to continue to use the services of Star on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1.) Commencing May 1, 2015 through April 30, 2020 Star agrees to provide garbage, rubbish and refuse collection to all multi-family, single family homes and town home/condo residences within the Village between the hours of 7:00 am. and 5:00 p.m. on the same day each week with the following limitations:
 - a.) Around the effective start date of this agreement Star will deliver 1-95 gallon brown cart for trash and 1-95 gallon green cart for recycling to each active single family home as part of this agreement. Additional carts are available on a rental basis.
 - b.) If a can is used, the can must be designed for the purpose of containing garbage; not exceed 35 gallons in capacity and forty (40) pounds in weight.
 - c.) If a bag is used, the bag must be of a material strong enough so that tearing does not occur under normal handling conditions; and not exceed forty (40) pounds in weight.
 - d.) The hauler will provide curbside collection of one bulk item per week. Bulk items are items such as appliances or furniture.
 - e.) No hazardous or special wastes will be collected. Small amounts of dirt, sod, bricks and concrete will be collected if properly contained. No car parts or tires. Two cans of properly contained remodeling debris will be collected. No electronic waste as banned by the IEPA or future items that may be banned.
 - f.) Collection from the multi-family units will be from centralized container locations a minimum of one time per week or more frequent as needed.

All material must be put curbside (or inside of containers provided for the multi-family locations) in a manner that Star employees can safely handle without compromising safety.

- 2.) Throughout the entire term of this Agreement, Star hereby agrees to provide collection of yard waste and landscape waste to all single family and town home residences within the Village in accordance with the Ordinances of the Village and the laws of the State of Illinois on the same day of all other collection services provided by Star. It is understood that all charges for landscape or yard waste collection shall not be the responsibility of the Village and shall be billed directly to the resident who shall be responsible for all costs incurred. Collection will take place under the terms and conditions set forth in EXHIBIT A, .
- 3.) Star hereby agrees to sell any bags or stickers associated with the yard waste collection programs at its office located at 30 South Street, Park Forest, Illinois; and the Village will also sell stickers or pre-printed bags at Village Hall. In addition, Star agrees to offer agreements with retail stores in the Village to sell stickers, and/or bags. This agreement will include a 5% fixed commission for the vendors that agree to handle them. The retail stores shall be at locations approved by the Village, including, but not limited to, grocery stores, convenience stores, hardware stores, gas stations, or currency exchanges. Star shall make every effort to have locations spread geographically throughout the Village.
- 4.) When a legal holiday (Christmas, New Years Day, July 4th, Memorial Day, Labor Day and Thanksgiving) falls on a Sunday or on a weekday prior to the collection day for the Village, Star shall collect all garbage, rubbish, refuse and landscape waste, from the multi family, single family and town home residences one day later for that week only; it being understood that in all cases collection shall occur no less than once a week as required by the Village Code of Ordinances for household refuse, rubbish, and garbage.
- 5.) Star shall also maintain a Village license in good standing and maintain all collection vehicles in accordance with all applicable provisions of the Village Code of Ordinances.
- 6.) Star agrees to maintain with insurance coverage in the amounts and in accordance with the specifications as itemized in Exhibit B, attached hereto and made a part hereof.
- 7.) Star agrees to indemnify, keep and save harmless the Village, its officers, agents, and employees from and against all liabilities, judgments, costs, damage and expenses, including attorneys' fees, which may accrue against the Village as a result of the performance of any negligent activity of Star under this Agreement.
- 8.) It is hereby agreed that Star shall individually bill the Single Family Homes, Townhome/Condo HOA's and Multi - Family building owners according to the pricing page, attached hereto and made part hereof. The Village will supply the initial billing list with names and addresses and enforce all codes requiring disposal service.

Star will bill Quarterly for these services based on the following quarters:

May, June and July
August, September and October
November, December and January
February, March and April

Annual increases will be applied on the anniversary of this agreement according to the attached pricing page.

Service will be interrupted for all accounts not paid within 60 days of receiving a bill. The Village will be notified of all such accounts for further code enforcement action.

- 9.) Star further agrees to provide and maintain commercial containers and provide garbage collection services for Village facilities at the locations listed below at no additional cost to the Village.
- a.) Village Hall & Fire Department, 698 Burnham Drive
 - b.) Mayor's Office, 4 Town Center
 - c.) Police Station, 650 Burnham
 - d.) Cable Studio, 505 University Parkway
 - e.) Parks and Recreation, 578 Farmview Road
 - f.) Fire Station #2, 995 Central
 - g.) Public Works, 25345 S. Western (Commercial containers only)
 - h.) University Golf Club & Conference Center, 23520 Crawford
 - i.) Craig Park, Sandra Drive 1-2yd container Nov.-March emptied on Wednesday April-October emptied on Monday and Friday
 - j.) Pine Lake, Steger-Monee Road 2-2yd containers April-October (only) emptied on Tuesday and Friday
- 10.) Within thirty (30) days of the execution of this Agreement, Star agrees to provide the Village with an irrevocable Letter of Credit or Performance Bond in the amount of fifty thousand dollars (\$50,000) as security for the payments and performance by Star of all of its obligations and undertakings required by this Agreement. Such Letter of Credit or Performance Bond shall be drawn from a financial institution acceptable to the Village and shall provide that a drawdown of moneys there from shall be available to the Village upon certification by the Village to the issuer of such Letter of Credit or Performance Bond of the amounts due and owing from Star for the failure by Star to perform all of the collection services as required herein thereby requiring the Village to incur costs in excess of the amounts otherwise due to Star by the terms of this Agreement.
- 11.) Star covenants and agrees to at all times during the term of this Agreement to comply with all applicable Ordinances of the Village of University Park, the laws of the State of Illinois and all applicable rules and regulations of all State and Federal agencies having jurisdiction over refuse collection and disposal.
- 12.) The Ordinances of the Village, various statutes of the State of Illinois, Federal statutes and regulation, and Executive Orders issued by the President of the United States forbid discriminatory employment practices by employers contracting with various levels of government. Consequently, Star hereby agrees, in performing under this Agreement, not to discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice. Star further agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation and selection for training, including apprenticeship. Star agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Star further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor. or

who may perform any such labor or services in connection with this Agreement. Star also agrees to pay prevailing wages as required by Illinois law.

- 13.) Should a labor strike occur during the term of this agreement Star agrees to use all best efforts to provide service or alternate sites (i.e., large dumpsters) for residents to dispose of garbage.
- 14.) The Village hereby covenants and agrees not to impose any additional business license fee, regulation fee or inspection fee throughout the term of this Agreement upon the operation of Star; however, this restriction does not apply to real estate or real estate transfer taxes, to building permit fees, and does not prohibit the Village from imposing fines for violations of ordinances.
- 15.) This Agreement shall be in full force and effect as of May 1, 2015, and terminate on April 30, 2020. This Agreement shall automatically renew with terms and conditions acceptable to said parties unless Star receives written notice from the Village no less than ninety (90) days prior to said termination date of its intention not to extend.

Executed on behalf of the Village of University Park by its Mayor this 1st day

of May, 2015.

Village of University Park

By: [Signature]

Vivian E. Covington, Mayor

Executed on behalf of Star/Homewood Disposal Service Inc., by its Authorized Representative, this 5th day of MAY, 2015.

Star/Homewood Disposal Service Inc.

By: [Signature]

Authorized Representative

Attest: [Signature]

Notary

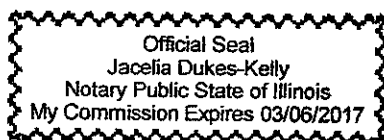


EXHIBIT A

YARD WASTE DISPOSAL:

The hauler will provide for separated curbside pick-up of yard waste from April 1' through November 30' each year. Yard waste pick-up shall be done on the same day as garbage pick-up. Below are two collection methods that the Village requires the haulers to use:

Method #1- Thirty (30) gallon biodegradable Kraft paper bags may be used for yard waste. The homeowner shall have the option to purchase these bags from local vendors, the Village or Star. The preprinted bags purchased from the Village or Star shall include the cost of pick-up and disposal by Star. For the bags (not pre-printed) purchased from local stores, the resident would be required to purchase a sticker from Star, the Village or local designated vendors and affix one to each bag to cover the cost of pick-up and disposal.

Method #2 - Upon the request of the resident, the hauler will provide a 95-gallon wheeled yard waste cart for rent to all single family residences. Residents will be allowed to rent additional containers if necessary. These containers will be used for yard waste from April through November. The containers may be used for regular refuse disposal from December through March. Rental cost of the yard waste carts and the pick-up cost will be billed directly to the participating residents by Star.

Star will be required to provide Christmas tree pick-up service in January of each year during the term of the contract at no additional cost. Star will also pick up bundles of branches each week, during the yard waste collection period, provided the proper yard waste collection sticker is present on each bundle. The bundles must be cut into 4 feet (or less) lengths and no branch may be greater than 4" in diameter, tied up in bundles with string or twine in a size that one person will be able lift waste high.

Star will be responsible that collected yard waste has been forwarded to an appropriate compost or land application center.

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. \$10,000,000 Umbrella policy
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by Illinois Law and Employers' Liability insurance.

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The municipality, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of negligent activities performed by the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the municipality, its agents, employees or volunteers.
2. Workers' Compensation and Employers' Liability Coverages:

The insurer shall agree to waive all rights or subrogation against the municipality, its agents, employees and volunteers for losses arising from Contractors negligent acts or omissions in the performance of the Contract.
3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the municipality.

C. Acceptability of Insurers

Insurance is to be placed with insurer with a Best's rating of not less than B+.

D. Verification of Coverage

Contractor shall furnish the municipality with certificates of insurance naming the municipality as an additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates

and endorsements may be on forms provided by the municipality before any work commences. The municipality reserves the right to request full certified copies of the insurance policies. Such certificate of insurance must contain a provision that in the event of cancellation, the Village shall receive no less than thirty (30) days prior notice.

VILLAGE OF UNIVERSITY PARK

Pricing Page					
	5/1/2015 4/30/2016	5/1/2016 4/30/2017	5/1/2017 4/30/2018	5/1/2018 4/30/2019	5/1/2019 4/30/2020
Accepted Proposal					
Single Family Home					
Invoice to Individual Residents (Trash and Recycling - EOW)	\$19.00/unit/mo	\$19.67/unit/mo	\$20.36/unit/mo	\$21.07/unit/mo	\$21.81/unit/mo
Invoice to Townhomes/Condo's HOA's Trash only	\$16.00/unit/mo	\$16.56/unit/mo	\$17.14/unit/mo	\$17.74/unit/mo	\$18.36/unit/mo
Municipal Properties	Included	Included	Included	Included	Included
Multi Unit Pricing (Apts)					
Invoice to Building owners Trash only	\$9.00/unit/mo	\$9.32/unit/mo	\$9.65/unit/mo	\$9.99/unit/mo	\$10.34/unit/mo
Additional Cart Rentals Billed annually to the residents	\$36.00/year	\$36.00/year	\$36.00/year	\$36.00/year	\$36.00/year