

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
APRIL 27, 2016
7 P.M.**

**COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes-April 11, 2016
4. Approval of Warrant List
5. Public Comment
6. Letter of Request-American Legion Post #796 "Poppy Days"
7. Ordinance 16-09 Budget Adoption FY 2017
8. Ordinance 16-10 Disposal of Surplus Property
9. Resolution 16-08 Amending the FY2016 Budget
10. Establishing FY2017 Water & Sewer Rates

11. Approval of Special Event Permit Application-Coal City Area Youth Baseball and Softball
12. Report of Mayor
13. Report of Trustees:
 - T. Bradley
 - J. Wren
 - D. Togliatti
 - D. Greggain
 - R. Bradley
 - N. Nelson
14. Report of Village Clerk
15. Report of Village Attorney
16. Report of Village Engineer
17. Report of Chief of Police
18. Report of Village Administrator
19. Adjourn



1752 E. Division St.
Diamond, IL. 60416
815-585-2434

April 20, 2016

To: Village of Coal City
515 S. Broadway
Coal City, IL. 60416

From: American Legion
Coal City Post #796

Subject: 2015 Poppy Day Campaign

Dear Village Board Members,

The Officers of Coal City American Legion Post #796 are respectfully requesting to designate May 13, 14 and 15, 2016 as American Legion Poppy Days in Coal City, Illinois.

American Legion members and volunteers would like to distribute Poppies in front of various businesses throughout the community that day. Each business owner will be asked for approval before distribution of Poppies on their properties would commence.

Disabled veterans assemble the Poppies, and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled or needy veterans and the widows and orphans of deceased veterans.

If approval is granted, Coal City American Legion Post # 796 will proceed with placing advertisements in our local newspapers and sign-age will be placed in local business establishments with their approval.

Thank you,

A handwritten signature in black ink that reads "Cosmo DiBari".

Cosmo DiBari

Commander
American Legion Post # 796

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz,
Village Administrator

MEETING

DATE: April 27, 2016

RE: FY17 FINAL BUDGET

The Village Board has met throughout many committee meetings to determine a final budget for the Village for the next fiscal year. The budget provided this evening has revisions since the proposed budget that was filed at the last meeting of March. This final budget has reduced total spending within the operational accounts by \$130,843 (or, taking into account the fund balance expenditure in Parks - \$203,961). A summary of those changes are provided below.

Proposed Budget Revisions

Most of the tightening that occurred within the proposed budget focuses on the operational budgetary funds, i.e. #01 – the General Fund, #51 – Water & Sewer Fund. These are the portions of the budget requiring the most scrutiny to bring expenses in line with supporting revenues. The new balance of the operational funds with these changes follows.

<u>Program #, line item</u>	<u>Description</u>	<u>Proposed</u>	<u>Revised</u>
01-11-548	Consultant Service	\$30,000	\$0.00
01-11-592	Liability & Workman's Comp.	235,950	200,950
01-11-657	Computer Supplies	20,000	13,300
01-21-657	Computer Supplies	18,000	12,000
01-21-999	Interfund Transfer	75,000	50,000
01-71-471	Uniform	1,000	500
01-71-592	IPRA	6,000	3,000
01-41-532	Engineering	12,200	7,200
01-41-563	Training	7,100	2,600
01-41-830	Sidewalk Improvement	25,000	5,000
01-41-999	Interfund Transfer	82,000	77,000
51-00-518	R&M Wells & Pumping	11,000	6,000
51-00-532	Engineering Service	30,000	5,000
51-00-552	Telephone	18,595	13,991
51-00-657	Computer Supplies	11,500	5,000
51-00-999	Interfund Transfer	193,702	153,702

In addition to these reductions, the Parks Fund received significantly more funding due to a plan to maximize charitable giving and allow any remaining relief funds to flow towards a community-shared project. This pushed an additional \$100,000 into the operational budget,

which will substantially spend down Park's fund balance (\$40,000 of the total is the projected relief contribution).

FY17 Operational Budget Summary

Program		FY17	FY16	FY15	FY14
	<u>Expenses</u>				
01-11	Admin.	981,385	\$786,243	978,886	541,959
01-21	PD	1,950,608	1,815,675	1,656,381	1,477,142
01-31	Comm. Dev.	114,754	107,803	100,131	99,982
01-41	Maintenance	699,902	713,870	758,230	677,014
01-71	EMA	15,603	16,806	18,850	19,500
16-00	IMRF/Soc. Security	235,904	231,155	217,605	218,280
	Subtotal	3,998,157	3,671,552	3,730,083	3,033,877
51-00	Water/Sewer	1,620,293	1,542,448	1,468,107	1,309,014
52-00	Garbage	474,611	466,494	462,813	439,221
71-00	Parks	165,317	59,142	78,951	92,016
	Subtotal	2,260,220	2,068,084	2,009,871	1,840,251
	95% Utilization	(312,919)	(286,982)	(286,998)	(243,706)
	TOTAL	5,945,458	5,452,655	5,452,956	4,630,422

At the beginning of the Regular Board Meeting, a statutory public hearing shall be held to receive any comments regarding the FY17 Final Budget. The Ordinance may be adopted during the meeting because it has been made available to the public and was properly advertised on April 13th in the Coal City Courant.

Recommendation:

Adopt Ordinance No. _____: Approving the Annual Budget of Expenditures for Fiscal Year 2016/2017.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 16 - _____

**ORDINANCE APPROVING THE ANNUAL MUNICIPAL BUDGET
FOR THE FISCAL YEAR 2016/2017**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVE TOGLIATTI
JUSTIN WREN
TIM BRADLEY
Village Trustees

ORDINANCE NO. 16 - _____

**ORDINANCE APPROVING THE ANNUAL MUNICIPAL BUDGET
FOR THE FISCAL YEAR 2016/2017**

WHEREAS, the Village of Coal City (“Village”) is a non-home rule municipality operating under the Illinois Municipal Code; and

WHEREAS, in the Village it is the responsibility of the Budget Officer to complete an annual budget, in lieu of an annual appropriation ordinance, which the Village Board is required to adopt before the Fiscal Year to which it applies begins and which fiscal years of the Village begin May 1st of each calendar year; and

WHEREAS, the purpose of the adoption of a budget is to replace the annual appropriation ordinance with a budget which more truly reflects anticipated receipts and disbursements of the Village; and

WHEREAS, the budget is required to contain an estimates of revenue available to the Village for the forthcoming Fiscal Year to which the budget is drafted, together with recommendations for expenditures of the Village and all of its departments, commissions and boards; and, the budget is required to contain actual or estimated revenues and expenditures for the preceding two (2) Fiscal Years of the Village and shall show the specific fund from which each anticipated expenditure shall be made; and

WHEREAS, pursuant to the terms and provisions of 65 ILCS 5/8-2-9.1, et seq., and the Village Code, the Annual Budget for the Village for Fiscal Year 2016/2017 has been duly presented for approval and adoption; and

WHEREAS, said Budget is hereby found to be in good order and in form for adoption;
and

WHEREAS, said Budget was made publicly available for inspection and copying not less than ten days prior to the date of approval; and

WHEREAS, notice of a public hearing on the proposed Budget was published in the Coal City Courant, a newspaper of general circulation within the Village, on April 13, 2016, which was at least one week prior to the date of said public hearing; and

WHEREAS, a public hearing was held on the Budget pursuant to statute on April 27, 2016, and all of those members of the public desiring to speak were given the opportunity; and

WHEREAS, adoption of said Budget is in the best interests of the Village of Coal City.

NOW THEREFORE, BE IT ORDAINED BY the President and Board of Trustees of the Village of Coal City, Counties of Grundy and Will, Illinois, as follows:

Section 1: The above-stated recitals are incorporated by this reference.

Section 2: The Annual Budget for fiscal year 2016/2017 which is attached hereto as Exhibit "A" is hereby adopted and approved.

Section 3: Within thirty (30) days after the Village enacts its ordinance to adopt its budget, it is required to file a certified copy of the ordinance and the budget with the County Clerks of Grundy and Will Counties, Illinois, same to be accompanied by an estimate of the revenues the Village anticipates receiving during the forthcoming Fiscal Year of the Village, identifying the sources of revenue, with the revenue estimate to be certified by the Village's chief financial office.

Section 4: This Ordinance shall be in full force and effect from and after its passage and approval.

Section 5: In the event any portion of this Ordinance is found and determined to be invalid, the invalid portion shall be stricken herefrom and the remainder shall be in full force and effect.

SO ORDAINED this _____ day of April, 2016, at Coal City, Grundy County, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

Exhibit A
Village of Coal City
FY17 Proposed Budget

Program No. Name	FY17 Budgeted Expenditures		% of Budget Change	FY16 Budgeted Expenditures		FY16 Actual Expenditures	FY15 Actual Expenditure
	Personnel	Operations		Personnel	Operations		
Operational Programs							
01-11 Administration	\$163,727	\$817,658	24.82%	\$173,347	\$612,896	\$981,385	\$961,082
01-21 Police Department	1,566,777	383,831	7.43%	1,502,164	313,511	1,950,608	1,535,594
01-31 Community Development	100,678	14,077	6.45%	93,023	14,780	114,754	93,996
01-41 Maintenance	352,043	347,859	-1.96%	346,603	367,267	699,902	667,220
01-71 Emergency Operations	0	15,603	-7.16%	0	16,806	15,603	16,748
16-00 IMRF/Social Security		235,904	2.05%		231,155	235,904	206,388
General Fund & Levy Funded Subtotal	\$2,183,225	\$1,814,932	9.18%	\$2,336,671	\$1,325,261	\$3,998,757	\$3,481,008
51-00 Water & Sewer	\$584,760	\$1,035,533	5.05%	\$555,436	\$987,012	\$1,620,293	\$1,257,005
52-00 Garbage Collection	5,058	469,553	1.74%	5,630	460,864	474,611	451,745
71-00 Parks	21,217	144,100	179.53%	18,967	40,175	165,317	60,141
	\$2,794,259	\$3,464,118	9.22%	\$2,916,703	\$2,813,312	\$6,258,377	\$5,249,898
Capital Projects							
15-00 Motor Fuel Tax		\$300,000	87.38%		\$160,100	\$19,287	\$595,289
35-00 Bond Projects		465,525	70.98%		272,275	30	0
38-00 Capital Improvements		3,650,552	0.54%		3,630,785	652,339	1,550,224
39-00 Municipal Facilities		180,000	0.00%		180,000	0	0
48-00 Infrastructure Expansion		841,450	52.59%		551,450	93,707	118,745
78-00 Economic Development		-	-100.00%		187,405	368,049	1,259,482
		\$5,437,527	9.14%		\$4,982,015	\$1,133,411	\$3,523,739
Discretionary Spending							
18-00 School Sites		\$15,000	25.00%		\$12,000	\$14,039	\$18,715
20-00 TIF Fund	37,694	24,550	-46.61%	\$36,964	79,610	24,786	60,383
32-00 Water Impact		5,000	0.00%		5,000	-	0
33-00 Sanitary Sewer Impact		5,000	0.00%		5,000	0	0
	\$37,694	\$49,550	-37.04%	\$36,964	\$101,610	\$38,826	\$79,099
Obligations							
02-00 Building Fees Depreciation		\$70,000	2.30%		\$68,425	-	\$10,000
34-00 Storm Water Re-Fi Bonds Paymt		184,906	-67.26%		564,763	564,763	565,063
36-00 Water Infrastructure Improvement		66,773	0.00%		66,772	66,772	33,386
37-00 Sanitary Sewer Infr. Improvement		290,392	0.00%		290,392	290,392	290,392
46-00 Water Depreciation		5,993	2.94%		5,822	-	5,657
47-00 Sewer Plant Depreciation		25,322	2.93%		24,602	-	23,903
		\$	-36.97%		\$1,020,775	-	\$928,400
TOTAL - All Programs	2,831,953.36	9,594,579.79	5.50%	\$2,953,667	\$8,825,337	\$8,359,014	\$9,803,344

Village of Coal City
FY17 Proposed Budget

Revenues by Fund Summary

Fund No.	Fund Name	FY17 Budget Revenues	FY16 Budgeted Revenues	FY16 Actuals Revenues	FY15 Actual Revenues	FY14 Actual Revenues
01	General	\$3,586,427	\$3,151,971	\$2,859,909	\$2,816,039	\$2,671,893
16	IMRF/Social Security	237,307	231,155	185,622	214,644	164,143
51	Water & Sewer	1,618,141	1,542,448	925,897	1,369,519	1,296,476
52	Garbage	480,690	468,630	320,799	483,793	444,171
71	Parks	92,199	59,142	52,062	89,578	96,217
	Operating Funds Subtotal	\$6,014,764	\$5,453,345	\$4,344,289	\$4,973,573	\$4,672,899
15	Motor Fuel Tax	\$150,025	\$160,100	\$95,593	\$605,365	\$163,729
32	Water Impact	8,050	6,550	8,815	5,723	4,987
33	San. Sewer Impact	13,100	12,600	13,898	9,911	9,952
38	Capital Improvement	3,826,951	3,827,451	75,028	1,262,957	976,589
39	Municipal Facilities	130,100	100	168	130,284	149,071
48	Infrastructure Expansion	152,000	152,000	100,740	39,479	2,201
78	Economic Development	476,550	625,063	98,774	140,252	2,153,978
	Capital Funds Subtotal	\$4,756,776	\$4,783,864	\$393,015	\$2,193,970	\$3,460,507
18	School Sites	\$10,015	\$10,000	\$14,047	\$12,802	7,883
44	Water Bond Reserve	100	100	47	103	33
45	Sewer Bond Reserve	250	250	203	447	144
46	Water Depreciation	50	50	22	55	21
47	Sewer Plant Depreciation	150	250	111	278	101
	Required Funds	\$10,565	\$10,650	\$14,430	\$13,685	\$8,182
02	Building Fees Depreciation	\$86,025	\$86,025	\$108,147	\$16,628	\$19,542
34	Storm Water Ref. Bond Repayment	185,405	557,413	612,279	557,527	555,419
35	Bond Fund	1,000	0	3,409,591	2,321	4,222
36	Water Infrastructure Improvmt.	52,993	53,842	32,177	54,780	54,477
37	Sanitary Sewer Infrastructure Improvmt.	312,934	335,917	193,788	320,093	318,184
	Debt Obligation Funds	\$638,357	\$1,033,197	\$4,355,982	\$951,349	\$932,303
20	TIF	\$50,000	\$45,000	\$49,713	\$41,906	\$41,972
	TOTAL - All Funds	\$11,470,463	\$11,326,056	\$9,157,429	\$8,174,482	\$9,115,862

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 27, 2016

RE: DISPOSAL AND DONATION OF EXCESS PROPERTY

The Village authorizes the sale of existing equipment and property after it is no longer useful for the purpose or mission of serving the public. There are two vehicles within the fleet – one in Public Works and a seizure vehicle within the Police Department, that have outlived their useful life and should be disposed of. In addition, there is an old 1957 Grader that can no longer be fixed or made serviceable (this one does not have any title of ownership).

Within the FY17 there are multiple vehicle and equipment purchases to be considered. In an effort to receive income for these units, the Board must declare them as excess so they can be traded-in or sold at auction.

Lastly, the Village provided a claim for insurance to receive new street signs due to the loss of approximately 20 signs lost throughout the community due to the tornado. Those signs that were recoverable are bent, marked, and should no longer be used. However, it is believed these signs may carry some nostalgic value to the Village’s residents. Thus, these have been included to be declared as excess property in order to provide a means of allowing Coal City residents an opportunity to purchase these “old” signs. If the Board decides upon making these street signs available, they will be made available for auction and an item advertised in the upcoming Community-wide Garage Sale to be held this weekend.

Recommendation:
Adopt Ordinance No. _____: Declaring Certain Items as Excess Surplus Property to be Sold.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 27, 2016

RE: AMENDMENT TO THE FY16 BUDGET

Each year, the Village Board considers a Budget Amendment Resolution in order to review its budget plan with the actual expenditures that took place within the year. This past fiscal year was unlike many in the past as far as operational expenses due to the 6-22 Tornado. There were many public policies adopted corresponding to the expenses and operations that followed the storm's aftermath; this amendment continues in the direction of those previous policies.

The long-term impact of the tornado will be \$6.3 million. This is the cost for the refinancing of the previously sold Storm Referendum Bonds to extend their repayment period as well as borrow \$3.0 million of capital to maintain financial solvency in the face of immediate vendor payments and the eventual degradation of infrastructure which will continue to be repaired in this year and following years. To date, the Coal City residents have shouldered 100% of this cost due to no disaster funding being provided from the State of Illinois or the federal government.

The Resolution, to be considered this evening, is the short-term effect of the budget that was adopted for FY16 prior to the due to the sale of the Tornado Project bonds and the payments and extra cost to the budget plan.

Recommendation:

Adopt Resolution No. ____: Amending the FY16 Budget to Allow for Necessary Expenditures.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE FY16 ANNUAL BUDGET TO ALLOW
NECESSARY EXPENDITURES**

WHEREAS, certain expenditures planned by the Board of Trustees were not included within the FY16 Annual Budget, but are necessary to maintain the infrastructure and municipal services for Village residents; and

WHEREAS, sound fiscal and budgeting policies provide for a regular fund reserve increase within the operational funds of the Village each year; and

WHEREAS, the Village of Coal City experienced an EF-3 Tornado on June 22, 2015 within the FY16 budget cycle resulting in expenditures well beyond the planned expenditures at the time of the FY16 Budget's adoption; and

WHEREAS, the Village Board of Trustees adopted Ordinance 15-21 in order to allow additional emergency expenditures up to \$1.5 million in order to respond to the 6-22 Tornado; and

WHEREAS, Resolution 16-05 adopted a policy whereby the Village shall maintain a minimum General Fund Balance of \$1.2 million; and

WHEREAS, the Mayor and Trustees of the Village Board desire to make expenditures according to the amendment outlined below.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

1. The above recitals are incorporated herein by this reference as if specifically stated in full.
2. The Village Administrator shall amend the FY16 Budget with the changes provided in Exhibit A.

SO RESOLVED this _____ day of April, 2016, at Coal City, Grundy and Will Counties, Illinois.

**A RESOLUTION AMENDING THE FY16 ANNUAL BUDGET TO ALLOW NECESSARY
EXPENDITURES**

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, Mayor

Attest:

Pamela M. Noffsinger

EXHIBIT A

FY16 Budget			Adjustment		
Line Item	Description	Est. E-O-Y Balance	Line Item	Description	Amount
01-11-928.2	Disaster Expenses	(1,009,759)			
01-21-430.1	Overtime	(15,000)			
01-31-428	Plumbing Inspector Fees	(8,750)			
01-41-438	Salaries, Part-time	(36,000)			
			01-00-399	Interfund Operatg. Transfer	1,900,000
51-00-518	R&M Wells, Puming Equipr	(73,436)			
			51-00-389	Well #3 Ins. Reimbursement <i>Well #5 Fund Balance receipt of \$55,550</i>	16,394
51-00-437.1	Overtime	(22,000)			
51-00-425.1	OT Clerical	(4,000)			
			51-00-399	Interfund Transfer	137,183
35-00-572	Bank Service Charge	(30)			
35-00-730	Paying Agent Fees	(3,645)			
35-00-999	Water Income Replacmt.	(137,183)			
35-00-999	Tornado Expense Recovery	(1,900,000)			
			35-00-381	Interest Income	3,330
			35-00-391	Bond Proceeds	3,407,520
39-00-999	Interfund Transfer	(40,000)		<i>Approved receipt of transfer, but need expenditure</i>	

MEMO

TO: Mayor Halliday & the Board of Trustees

FROM: Matthew T. Fritz,
Village Administrator

MEETING

DATE: April 27, 2016

RE: FY16 UTILITY BILLING RATE INCREASE RECOMMENDATION

Each year, the Village reviews its Combined Water & Sewer Utility rate and estimates total expenses according to the formula $C=OMR+CI+DS/WS$; i.e. The total charge per gallons equals the cost for operation, maintenance and replacement plus capital improvement and debt service all divided by the total usage expected to take place in one year's time. This information is provided below. Due to the aging equipment, the annual budget included aggressive programming of rehabilitation projects to improve service delivery. The Water & Sewer Committee has convened on multiple occasions to review the annual budget in light of maintaining fiscal restraint in order to minimize any necessary rate increase.

Operations (O) = \$1,019,697

Personnel expenditures of \$584,760 and other operational costs within the proposed FY16 budget at \$434,937.

Maintenance (M) = \$142,100

The repair and maintenance line items included within the budgeted line items allow for the regular expenditures on infrastructure throughout the year. Items included within this include items such as pit pumps within the sanitary treatment process and new meters as wells #3 and #5.

Replacement (R) = \$5,000

Building improvements costs have been set aside for mechanical equipment replacement that could be necessary within the upcoming fiscal year; this amount is low due to no known projects being planned.

Capital (CI) = \$131,202

The capital improvements funding shall go to two infrastructure improvements projects that were previously completed; i.e. Blackstone & Maple Street improvements. In addition, the utilities shall contribute towards the purchase of roller equipment (with the majority to be contributed from Program 01-41) and collection of funds for larger future purchases (\$62,500).

Debt Service (DS) = \$277,794

The permanent debt service payments go towards those projects that has required longer-term debt to be utilized for the completion of past improvements, including the S. Water Tower and system expansion.

Water Sold (WS) = 120,406

Utilizing a base rate from when rates were configured prior to the loss of residential units during the 6-22 Tornado, the total number of gallons to be sold this year is set at 120,406,000; a slight decrease from the expected amount from FY16.

	FY15 Rate	FY16 Rate	FY17 Rate	Change from last rate
Operations (O)	\$916,422	\$994,536	\$1,019,697	\$25,161
Maintenance (M)	179,500	116,600	142,100	25,500
Replacement (R)	9,000	5,000	5,000	-
Capital (CI)	84,710	5,001	131,202	126,201
Debt Service (DS)	213,475	338,795	277,794	(61,001)
Water Sold (WS)*	133,110	124,990	120,406	(4,584)

*Number represents thousands of gallons consumed

This formula results in total charges of \$1,375,850 being collected from 120,406,000 gallons of consumption. If the Village did not have a decelerating rate structure, the flat rate cost for 1,000 gallons of water would equal \$11.43. The amount of revenues collected from the water/sewer rate represents 85% of the annual revenues for the utility; the remainder comes from other line items such as penalty fees which offset the remaining annual expense for providing this utility.

If the Board was reliant solely upon the water/sewer rate for all of the revenues to fund the Utility Fund (#51), and increase of 20.19% would be necessary. FY17 will include the Village's ongoing payment for the Prairie Oaks improvement. \$57,091 of revenue shall be transferred into the fund to make this annual payment and shall not be borne within the water/sewer rate. In order to increase the revenues for the utility, an increase in the rates of 3.50% will provide an additional \$46,526 in revenues.

The information provided below is the statistics behind the bi-monthly bills on a month-to-month basis. This represents what took place across the last fiscal year.

<i>These Statistics represent February of 2015 thru February of 2016</i>				
<i>Total 1,000 Gals. (bi-monthly)</i>	<i>1-4,999</i>	<i>5,000-19,999</i>	<i>20,000-39,999</i>	<i>40,000, plus</i>
Number of Bills	5,435	7,215	291	129
Total Consumption	17,417	68,211	7,809	25,628
Total Cost Billed	\$177,490	\$725,193	\$85,425	\$224,619
Avg. Consumption	3	9	26	198
Avg. Billed	\$32.65	\$100.51	\$293.55	\$1,741.22
<u>Rates</u>				
<i>Water & Sewer</i>	\$10.25	\$11.42	\$10.95	\$10.39
<i>Water Only</i>	6.66	7.42	7.12	6.75

Continuing Capital Needs

The Village has tried to curb the overall increase in the water/sewer rate by utilizing phased-in improvements financed with short-term debt and utilizing water meter replacement in hopes of collecting increased revenues from meters that did not register accurately due to their age. Necessary equipment needs to update and maintain the infrastructure have been included within this year's rate. Instead of continually borrowing to replace or get new equipment, contributions are being made ahead of the necessary acquisition totaling \$62,500. This modernization effort is expected to create greater reliability for the utility. The main replacements and water meter replacement debt shall end after 6 years of payment (they differ with the meters having the longest remaining term).

Garbage Collection Fee

The Village will enter its fourth year of a long-term contract with Waste Management for the provision of garbage collection services. An increase in the monthly garbage rate will assist the Village in generating the revenue necessary to pay this monthly contractual service. The monthly rate should be increased by \$0.50 moving the rate from \$19.50 per month to \$20.00 per month. This will place the Village in a positive position versus the cost of providing the service. The current contractual rate provided by Waste Management is \$19.08 per month; this shall increase to \$19.51 in October. Attached is the contract recommendation (Option B) that had been adopted back in May of 2013.

Recommendation:

Increase the utility rates for the upcoming fiscal year with the billing to be provided to residents in June as follows:

<i>Water Usage</i>	<i>Water & Sewer Rate</i>	<i>Water Only</i>
0 – 4,000	\$ 10.61	\$6.90
5,000 – 20,000	11.82	7.68
21,000 – 40,000	11.33	7.37
40,000 +	10.75	7.00

Garbage Fee will be \$20.00 per month or \$40.00 per billing.

MEMO

TO: Mayor Nelson and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 11, 2013

RE: GARBAGE PICK UP CONTRACT

The Village of Coal City has been provided curbside residential garbage pickup by Waste Management for many years (rates are provided since 2002). The contractor is currently in final year of a 5-year term contract with 2 more additional renewable terms. Since October, 2012, Waste Management has inquired about the renewal of this contract and setting a rate schedule to include additional services. The recommended renewal terms do not take place until September at the expiration of the initial term. However, the additional services will begin with Spring Cleanup in May and the delivery of portable toilets in the spring.

<u>Year</u>	<u>Contracted Cost</u>
2002	\$10.19
2003*	10.59
2004	12.04
2004 (October)	12.59
2005	13.20
2006	13.63
2007	14.21
2007 (June)	14.92
2008	15.12
2009	15.12
2010	15.56
2011	16.34
2012	16.83

* carts added for residential usage

Costs have increased according to a formula that allows for changes in the consumer price index by 11.3% since the current contractual adoption. Costs over the past 10 year have risen by 65%, but many service changes such as the provision of garbage carts have occurred during that time.

According to the options provided within the new proposal, the village could lock its long-term cost by less half of the past 10 years totaling approximately 30% dependent upon the option selected by the Board of Trustees. Services for the Village would be improved. Currently, the village goes out to bid for several services that can be provided by Waste Management throughout the year. These services include street sweeping, purchase of additional roll

off dumpsters, including those provided for Oktoberfest and ones kept at the public works yard, and finding a vendor for portable toilets delivery and maintenance. In addition, the curbside pickup will be modified to a “take all” system; this eliminates the purchasing of additional stickers for any additional waste.

The highest quality benefit may be the provision of curbside pickup for both spring and fall cleanups. These special collection days will allow residents to clean out their garages twice a year and Waste Management will haul everything left out at the curb; there will be no need for residents to load up their garbage and bring it to the public works yard. Also, Waste

Management will clean streets at no additional charges and provide solar compactors along Broadway, which will prove very beneficial during community events such as the Cruise Night.

After reviewing the options provided by Waste Management at a Street & Alley Committee Meeting, negotiations continued to get the renewal terms to meet the needs of the Village. Below are two agreed upon offers - Waste Management will provided whichever the Board prefers. Both of these schedules lock in rates for the next 7 years and then allow a 3-year renewable term at the rates provided today.

Renewal Year	Option A	Annual Increase	Option B	Annual Increase
2013	\$18.44	9.57 %	\$18.25	8.44 %
2014	18.81	2.00	18.66	2.25
2015	19.18	2.00	19.08	2.25
2016	19.57	2.00	19.51	2.25
2017	19.96	2.00	19.95	2.25
2018	20.36	2.00	20.40	2.25
2019	20.77	2.00	20.86	2.25
2020	21.18	2.00	21.27	2.00
2021	21.61	2.00	21.70	2.00
2022	22.04	2.00	22.13	2.00

In order to catch up to the initial rate, the garbage rate would need to increase by \$1.00 each of the next three years of service. Fund balance will contribute towards the difference in revenues versus costs. Option B will collect less funds from the Village over the lifetime of the renewal, costing an estimate \$2,484 less than Option A; however, Option A guarantees a lower renewal year over year. The current terms of the Village’s contract can allow up to a 5% increase each year.

A representative of Waste Management, Mike Morley, will be in attendance at Monday night’s meeting to answer any additional questions.

Recommendation:

Renew the Village’s contract for curbside garbage collection with Waste Management according to the pricing selected by the Board of Trustees.



**VILLAGE OF COAL CITY
REFUSE, RECYCLING and YARD WASTE COLLECTION AND DISPOSAL
AGREEMENT**

This Refuse, Recycling and Yard Waste Collection and Disposal Agreement (“Agreement”) is made as of May 28, 2013 (“Effective Date”), by and between the VILLAGE OF COAL CITY, IL (“Village”) and WASTE MANAGEMENT – SOUTHWEST, A DIVISION OF WASTE MANAGEMENT OF ILLINOIS, INC. (“Contractor”).

RECITALS

WHEREAS, the Village desires to enter into an agreement with Contractor for refuse, recycling and YARD WASTE collection within the Village; and

WHEREAS, Contractor desires to provide refuse, recycling, and YARD WASTE collection within the Village.

NOW, THEREFORE, the Village and the Contractor agree as follows:

1. DEFINITIONS.

(a) BULK ITEMS are defined as 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.

(b) REFUSE shall mean the day-to-day accumulations of discarded and unwanted putrescible and non putrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as “garbage”; and all combustible and non combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electrical appliances such as toasters, vacuum cleaners, lamps, and clothes irons. Christmas trees, wreaths, and other ornamental indoor plants are included this definition. For the purposes of this agreement, the terms REFUSE, rubbish, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (i.e. YARD WASTE).

(c) A UNIT as herein defined is limited to individual single-family residences, townhouses, duplexes, and all Village-owned properties within the Village limits of COAL CITY. Multifamily UNITS such as condominium and apartment building may be included as if agreed to by the parties on a case-by-case basis. Commercial and industrial UNITS are not

covered under this agreement. The Village shall have the discretion to include other types of residential UNITS as deemed necessary or as it deems appropriate and shall include those UNITS with the monthly UNIT count for billing purposes.

(d) WHITE GOODS are those items defined by IAC Title 35 Sec 875.101 and shall mean all household residential-type discarded refrigerators, ranges, water heaters, freezers, air conditioners, clothes washers, dryers, boilers, and other similar domestic large appliances. Large commercial freezers, chillers, icemakers, or air conditioners are not included in this definition and are not subject to collection under this agreement or during the clean up.

(e) YARD WASTE is defined as any waste materials typically derived from landscaping; including but not limited to: grass clippings, leaves, trimmed branches and shrubbery.

(f) RESTRICTED ITEMS: The following items are not subject to collection under this agreement: Automotive tires(except during the clean up), broken concrete, building materials, rocks, soil, household hazardous wastes including but not limited to, explosives, paints, oils, solvents or other materials that may present a fire hazard, medical and biohazard wastes, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, construction and/or demolition material in excesses of 32-gallons including drywall, lumber, roofing materials, fencing and posts, permanent swimming pools, WHITE GOODS (except during the clean up), any rigid item over 4 feet in length, and/or material(s) resulting from fires, floods or evictions. This definition shall also include electronic wastes that are banned from deposit in landfills as a result of Public Act 95-0959 – Electronic Products Recycling & Reuse Act, and any amendments, beginning January 1, 2012.

(g) VILLAGE REPRESENTATIVE(s) shall mean the Village of COAL CITY Administrator or his authorized designee(s).

2. GARBAGE AND REFUSE COLLECTION.

(a) The Contractor agrees to provide, at its own expense, one 64-gallon wheeled cart to each single-family residence in the Village of COAL CITY for the purposes of garbage collection. The carts will remain the property of the Contractor and the Contractor will be responsible for replacement of carts that become worn or damaged through normal usage. The Contractor will not be responsible for cart replacement resulting from negligence, abuse, and/or odors. The Contractor may replace 64-gallon carts with 96-gallon carts. The Contractor will make available to the residents additional carts for rent or purchase to homeowners for the purposes of disposing of refuse for a fee of \$4.00 per month with a one-year minimum rental agreement. The Contractor shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent or purchase the carts.

(b) The Contractor shall provide weekly collection of REFUSE for all occupied UNITS within the Village. The Contractor shall be responsible for communicating the routes and the collection schedules to the Village and the residents. All REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in the provided carts. Additional refuse material must be contained and may be placed in covered cans or containers

not to exceed thirty (30) gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty (32) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley (if designed by the Contractor).

(c) BULK ITEMS, as herein defined, are considered subject to collection by the Contractor according to the terms and definitions of this contract. The Contractor will make available the collection of one (1) bulk item per week from residential UNITS at no additional cost to the resident. Carpeting will be accepted as a bulk item provided that is cut and rolled into 4-foot (4') lengths and properly secured. Each roll should not weigh more than 50 pounds. Up to eight (8) rolls of carpeting and padding will be accepted for collection as a bulk item.

(d) Residents will be responsible to contact the Contractor and make arrangements for collection of additional BULK ITEMS on an individual basis. Residents with additional material or home improvement projects may contract separately with the Contractor. The Contractor will make available 10, 15, 20 and 30 cubic yard containers for this purpose.

(e) The Contractor shall collect a reasonable amount of building waste resulting from a property owner's or resident's home improvement projects. Examples of this type of waste may include lumber, plywood, siding, drywall, concrete rubble, bricks, windows, etc. Building waste may be loose or stacked and not in containers. A "reasonable amount" of building waste shall mean an amount of waste generated by a small to moderate home improvement project performed by the property owner totaling approximately ½ cubic yard of building waste per week. If the property owner exceeds this amount, then the Contractor shall remove approximately ½ cubic yard of the building waste and the remainder of the waste shall be tagged and the Village's Representative(s) shall be advised of the problem.

(f) All items placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day. All materials placed out for collection must be at least 3 feet from the curb or public right-of-way and the materials must be readily accessible to the Contractor. The Contractor shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where the containers were initially placed. In the event the Contractor cannot accept certain items, the Contractor will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. The Contractor shall be provided unobstructed access to the containers on the scheduled collection day.

(g) The Contractor shall clean up and dispose of any contents that spill on the parkway, street, or alley during the course of his work in a responsible manner for the general health and safety of the public.

(h) The Village agrees that the Contractor will have access to the roads and streets. In the event of street repairs or in cases where the Contractor will not have access due to planned repairs, the Village will notify residents impacted by any roadway of any changes to the collection schedule. The Village and the Contractor will mutually determine an acceptable

location(s) for the placement of REFUSE, YARD WASTE, BULK ITEMS, recyclables, and any other materials subject to collection under this contract for affected UNITS during such roadwork periods. In the event of inclement weather and the Contractor has determined that road conditions prohibit safe travel, the Contractor will arrange to provide collection at a time when road conditions improve.

3. RECYCLING COLLECTION.

(a) The Contractor agrees to provide, at its own expense, one 96-gallon wheeled cart to each single-family residence in the Village of COAL CITY for the purposes of recycling collection. The recycling carts will remain the property of the Contractor and the Contractor will be responsible for replacement of carts that become worn or damaged through normal usage. The Contractor will make available to the residents additional carts for rent or purchase to homeowners for the purposes of disposing of recyclables for a fee of \$4.00 per month with a one-year minimum rental agreement. The Contractor shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent the carts.

(b) The Contractor shall also provide to the Village recycling collection services to each occupied UNIT on an every other week basis. All recyclables items must be placed in the provided cart. Recyclables must be placed out for collection at the curb by 6:00 a.m. on the designated collection day during the scheduled collection week. The Contractor shall be responsible for communicating the routes and the collection schedules to the Village and the residents.

(c) Recycling materials to be collected by Contractor include those listed on Attachment A. The Contractor will be responsible for the collection and sorting of recyclables for all occupied UNITS within the Village and will retain any and all proceeds from the sale of recyclables and shall bear all costs and expenses of collection, storage, and marketing of the recycling materials.

(d) In addition to the curbside recycling collection, the Contractor will collect WHITE GOODS on an every other month basis. The Village will provide to the Contractor a list of addresses for those residents requesting white good pick up one day prior to the scheduled pick up day. White goods collected by the Contractor other than the even numbered month collection and/or the spring and fall clean up dates, will be charged at \$40.00 per item.

(e) The Contractor will make available educational materials to explain elements of the refuse, recycling, and YARD WASTE program, and explain acceptable materials and procedures for the proper preparation of the materials to be disposed of or recycled.

(f) The Village, may at its option, request that the Contractor provide for the weekly collection of recyclables at a time, method, and a price agreed upon by both parties. Such an amendment to this Agreement shall be reduced to writing, approved and executed by both parties.

4. YARD WASTE COLLECTION

(a) YARD WASTE, as herein defined, will be collected once per week on the same day as the garbage from April 1st through November 30th each calendar year. The Village's Representative(s) may extend YARD WASTE pickup on a weekly basis later than November or earlier than April for an additional cost quoted by the Contractor. All YARD WASTE materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of YARD WASTE. YARD WASTE placed in plastic bags or rigid containers will not be accepted. The Contractor will make available for rent or purchase 96-gallon carts to homeowners for the purposes of disposing of YARD WASTE. The rental fee will be \$4.00 per month with a one-year minimum rental agreement. The Contractor shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent the carts.

(b) Branches and brush will also be collected and the material 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 or improperly prepared brush will not be collected.

(c) All YARD WASTE items placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day.

(d) In all cases, the Contractor will comply with the State of Illinois statutes regarding the collection and disposal of YARD WASTE.

5. SERVICES PROVIDED TO THE VILLAGE

(a) Commercial Services for Village Buildings: Garbage and refuse, and if requested, recycling services, including all waste materials generated by the routine operations of the Village that is located at Village owned properties once per week without charge to the Village.

Location	Services
COAL CITY - Public Works 820 N Broadway	One 2 c.y. refuse container serviced once per week One 20-yard roll off container serviced once per month
COAL CITY Fire Department 35 S Dewitt	One 4-c.y. refuse container serviced once per week
COAL CITY Fire Department 1455 S. Berta Road	One 4-c.y. refuse container serviced once per week
COAL CITY Maintenance Bldg 830 N Broadway	One 2-c.y. refuse container serviced once per week

COAL CITY Village Hall
515 S Broadway

One 2-c.y. refuse container serviced once per week
One 2-c.y. recycling container serviced once per week

Ball Diamonds/Lions Park
460 S. Illinois St.

One 4.0-yard container serviced once per week

(b) Spring and Fall Clean Up: Waste Management will provide for one (1) curbside spring and one (1) curbside fall clean up of WHITE GOODS, tires, and additional BULK ITEMS on mutually agreed upon dates each spring and fall. The Contractor will also collect up to four (4) automobile tires per UNIT during each clean up, provided that the rims are removed from such tires prior to collection. Large electronic wastes such as televisions, computers, and monitors will also be accepted during the designated spring and fall clean ups.

(c) Special Events/Park Services: Beginning in April 2013, The Contractor will provide the following Port-O-Let portable toilet and special event services to the Village:

1. Lions Park (460 S. Illinois St): Two (2) standard Port-O-Let units and one handicap Port-O-Let unit serviced once per week from April 1 through November 30. One handicap Port-O-Let unit will be provided to Lions Park and serviced once per week year round.

2. North Park (Broadway and McArdle): One (1) handicap Port-O-Let unit shall be provided and serviced once per week on a year round basis.

3. Oktoberfest: The Contractor will provide eight (8) standard and/or handicap Port-O-Let units and six (6) sinks for the event. One (1) 30-cubic yard roll off container will also be provided for the event.

4. Cruise Night: The Contractor will deliver one (1) Port-o-Let unit to the intersections of Park and Broadway and one (1) unit to Willow and Broadway (or other locations as determined by the Village) on a drop off and pick up basis.

(d) Street Sweeping: Waste Management will provide street sweeping services to Village streets twice per year beginning in April 2013. The Village of COAL CITY currently possesses approximately 100 curb line miles within its current limits. The Village will provide the Contractor with maps and locations of the Village streets and boundary limits. In the event that the Village adds or annexes additional roads and streets, those streets would be swept as part of this agreement. The Village will provide the water sources and a disposal area for the sweeping materials at no charge to the Contractor as needed.

(e) Solar Powered Compactors: No later than June 30, 2013, the Contractor will provide eight (8) Waste Management Solar Powered Compactors which will include the wireless technology package through the contract term of this agreement. The compactors will be owned and maintained by the Contractor throughout the term of the agreement and serviced as needed. The Village, at its own discretion, may choose to wrap the compactors at its own cost. The Village will be responsible for the installation of the compactors in locations that are accessible to the Contractor.

(f) Emergency Services: The Contractor shall provide on the request of the Village any additional collections requested and reasonably necessary during a declared emergency endangering life or property in the Village. The cost of this service will be mutually negotiated between the Contractor and the Village.

6. TERM.

(a) Subject to certain services set forth herein to be provided beginning in April, 2013 or other dates preceding October 1, 2013 as may be otherwise specified, the Contractor shall provide all services for all occupied UNITS in the Village limits of COAL CITY as provided in this Agreement for a seven (7) year period beginning October 1, 2013, and continuing through and including September 30, 2020. In addition, the Agreement may be extended by mutual written consent of both parties for an additional three (3) year term through September 30, 2023 ("Renewal Term"). In the event the Village of COAL CITY annexes additional property or territories surrounding the present Village limits of COAL CITY, the UNITS in the annexed area will be added immediately to the Agreement.

(b) This Agreement may be further extended beyond the September 30, 2023 expiration of the Renewal Term or modified as to its terms, conditions and rates by mutual agreement of the parties in writing signed by both parties.

7. UNITS

The Village will provide to the Contractor the total number of UNITS to be billed on a monthly basis. It is stipulated and agreed between the Contractor and the Village that the number of UNITS receiving services under this Agreement for the initial contract year will be provided to the Contractor by the Village by October 15, 2013.

8. PAYMENTS

(a) The Village will provide the Contractor with the number of occupied UNITS within the Village on a monthly basis for billing purposes. The Contractor will invoice the Village for all serviced UNITS within the Village on a monthly basis. Payment by the Village to the Contractor shall be made in the form of a check or money order.

(b) The per-UNIT rate structure for the contract years October 1, 2013 through September 30, 2020 will be as follows:

Contract Year	Monthly Unit Rate
October 1, 2013 - September 30, 2014	\$18.25
October 1, 2014 - September 30, 2015	\$18.66
October 1, 2015 - September 30, 2016	\$19.08
October 1, 2016 - September 30, 2017	\$19.51
October 1, 2017 - September 30, 2018	\$19.95

October 1, 2018 - September 30, 2019 \$20.40
 October 1, 2019 - September 30, 2020 \$20.86

The following prices will be in effect, provided that both parties mutually agree to a three year contract extension through September 30, 2023.

Contract Year	UNIT Rate
October 1, 2020 - September 30, 2021	\$21.27
October 1, 2021 - September 30, 2022	\$21.70
October 1, 2022 - September 30, 2023	\$22.13

(c) Price Adjustments Based on Consumer Price Index: Prior to each anniversary date starting with October 1, 2014 and continuing each year thereafter ("Anniversary Date"), the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Chicago-Gary-Kenosha, IL-IN-WI Area ("CPI-Chicago") will be reviewed. The above rates may be increased or decreased by 0.5% under the following circumstances:

(1) Rate Decrease: In the event that the 12-month percentage change in CPI-Chicago is negative 0.5% (decreases by half a percent or more) for the 12-month period immediately preceding the Anniversary Date, then 0.5 % will be deducted from the previously scheduled 2.25% annual UNIT Rate adjustment, for a net increase of 1.75% over the previous year's Unit Rate. For example, if the CPI-Chicago is - 1.2% for the prior 12-months preceding October 1, 2014, then the scheduled 2.25% increase would be reduced by 0.5% to 1.75%. The scheduled October 1, 2014 Unit Rate increase would be adjusted from \$18.66 to \$18.57 (\$18.25 x 1.0175).

(2) Rate Increase: In the event that the 12-month percentage change in CPI-Chicago exceeds 5% for the prior 12-month period immediately preceding the Anniversary Date, then an additional 0.5% may be added to the previously scheduled 2.25% annual Unit Rate adjustment, for a net increase of 2.75% over the previous year's Unit Rate. For example, if the CPI-Chicago is 5.6% for the prior 12-months preceding October 1, 2014, then the scheduled 2.25% increase would be increased by 0.5% to 2.75%. The scheduled October 1, 2014 Unit Rate would be adjusted from \$18.66 to \$18.75 (\$18.25 x 1.0275).

(d) Government and Regulatory Fees: The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the Village's Solid Waste (the "Fees"). Any increase in the Fees or any new Fees imposed that specifically impact Contractor's general business conditions or permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities) following the date of this Agreement, the parties agree to negotiate in good faith any such price increases provided that the Contractor provides evidence of its increased costs to the Village. Should the parties not reach an amicable solution in terms of the price adjustment, this would be the basis of opening up the contract prior to the annual review date. In addition, in the event that Federal or state statutes or regulations alter existing requirements to mandate further separation of municipal solid waste ("Provisions"), (ii) such Provisions have general applicability to similar waste haulers, and (iii) the Provisions materially increase the

Contractor's costs, the parties agree to negotiate in good faith any such price increases provided that the Contractor provides evidence of its increased costs to the Village. Should the parties not reach an amicable solution in terms of the price adjustment, this would be the basis of opening up the contract prior to the annual review date. In the event of any negotiated price increase for any of the above, the increase would not take effect until the next scheduled price increase date

9. INDEMNIFICATION

The Contractor shall indemnify, defend, save and hold harmless the Village, its officers and employees, agents and volunteers from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including worker's compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the Village may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any person, or damage to or injury to real estate or personal property, in any way resulting from, arising out of, or in connection with, or pursuant to this Agreement, caused by the acts, omissions or operations of the Contractor, its agents, employees, or any subcontractors in performance of the work to be conducted hereunder.

The Contractor expressly understands and agrees that any performance bond or insurance coverage required by this Agreement, or otherwise provided by the Contractor, shall in no way limit Contractor's responsibility to indemnify, keep and hold harmless and defend the Village, and to pay the Village's expenses and damages as herein provided.

10. INSURANCE

- A. The Contractor shall obtain and maintain, at all times during the term of this Agreement or any extensions thereof, in its name, at its own expense, at least the following insurance coverage:
- (a) Workers' Compensation and Occupational Disease Insurance - Statutory amount for Illinois;
 - (b) Vehicle Liability Insurance:
 - (1) Bodily injury, with limits of not less than \$3,000,000 each person and not less than \$5,000,000 per occurrence.
 - (2) Property damage, with limits of not less than \$3,000,000 per occurrence.
 - (c) General Liability Insurance:
 - (1) Bodily injury, with limits of not less than \$3,000,000 per person and not less than \$5,000,000 per occurrence.

- (2) Property damage, with limits of not less than \$3,000,000 for each incident and \$5,000,000 per occurrence.
- (3) Contractual insurance - broad form, with limits of not less than \$3,000,000 each occurrence and no more than \$5,000,000 each occurrence.

- (d) Umbrella or excess liability coverage of \$10,000,000 per occurrence and in the aggregate.
- B. Vehicle Liability and General Liability insurance policies. The Contractor shall furnish annually the Village with policy information which evidences compliance with the insurance requirements set forth herein, and with a certificate of insurance attesting to the required coverages for the full term of the contract, including the 30 day notice requirements, each year in which the Agreement is in effect. No work shall commence or proceed without said insurance coverages being in full force and effect.
- C. All such policies required herein except for Workers' Compensation and Occupational Disease insurance shall, by policy endorsement or blanket endorsement, name the Village and its officers, employees, agents, insurers, representatives, and volunteers as additional insureds.
- D. All insurance premiums shall be paid without cost to the Village. Said policies shall provide that they may not be cancelled, reduced or materially changed without thirty (30) days prior written notice to the Village. In the event of any cancellation or reduction, the Contractor is responsible for obtaining new insurance coverage. Such policies shall further provide that the insurer will notify the Village of the failure of Contractor to pay any premium when due and the Village may, but need not, pay such premium. Any such payment made by the Village will be reimbursed by the Contractor immediately upon demand.

E. The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way limit the liability of the Contractor under the terms of this Agreement. The Contractor shall procure and maintain, at its own cost and expense, any additional types and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the execution of the work.

11. PERFORMANCE BOND

The Contractor, on or prior to October 1, 2013, shall furnish the Village Clerk with a performance bond in the amount of \$150,000.00, guaranteeing the performance of the Contractor and on its full compliance with the laws of the State of Illinois and the ordinances of the Village 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 satisfactory to the Village, and shall name the Village of COAL CITY as a primary co-obligee.

12. COLLECTION SCHEDULE AND STANDARDS

The Contractor shall be responsible for program management according to specific operating and personnel standards:

- (a) The Contractor's vehicles shall be operated in accordance with applicable laws of the State of Illinois and local ordinances. Service shall be provided as scheduled unless excused by the Village's Representative.
- (b) The Contractor shall employ only competent and trustworthy workers and supervisors. The Contractor's employees and supervisors shall conduct themselves in a courteous, honest, and professional manner. The Contractor shall take immediate action to correct the behavior of any employee or supervisor who is insolent, disorderly, careless, unobservant, dishonest, or acting in any way that is detrimental to the satisfactory progress of work under the contract.
- (c) The Contractor's employees shall be attired in a manner that is professional and as neat and clean as circumstances permit.
- (d) The Contractor shall exercise reasonable care and diligence in handling waste containers. Any waste spilled while emptying the containers shall be completely and immediately cleaned up by the Contractor. The Village will cooperate in requiring residents to provide and maintain suitable containers. The Contractor must exercise due care in preventing damage to containers and shall replace all containers in an erect position with the lids replaced or placed adjacent to the container, except during windy conditions when the containers may be laid on their side to avoid the cans being blown away. The Contractor shall be responsible for the replacement of any containers damaged by its employees.
- (e) The Contractor shall have at least one field supervisor dedicated to overseeing the performance of the Contractor's workers in the Village. The supervisor shall familiarize himself/herself with the Village and the services required under these specifications.
- (f) The Contractor shall maintain an office for the receipt of service calls and complaints. The office shall be open and available for calls, at minimum, Monday through Friday from 8 a.m. to 5 p.m. as well as any time when the Contractor is performing services under the Agreement in the Village. The office shall contain at least two telephone lines listed to a local or toll-free number listed under the Contractor's name in the Village's local telephone directory. The office shall have the ability to communicate with personnel in the field. The Contractor shall provide at least one trained customer service representative to be on duty in the office at all times that the office is required to be open, to handle complaints and calls for service.
- (g) Each complaint shall be investigated by the Contractor and responded to within one business day unless mutually extended by the Contractor and the complaining party. If the complaint concerns the failure of the Contractor to collect solid waste, BULK ITEMS, building material, YARD WASTE, and/or recyclables as required by these specifications, the

Contractor shall make the collection by 5:00 p.m. of the same day. There will be no exception to this requirement unless the collection has been altered due to a holiday or unforeseen circumstances and authorized by the Village's Representative.

- (h) The vehicles used for collection shall have a completely enclosed, watertight body, and shall be properly designed so that the wheel and axle loads with a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Illinois, Grundy and Will Counties, and the Village. If it is not possible to fully load the body and stay within the limits of the law, the Contractor will be required to reduce the loads in the body until they comply with the law. The equipment shall be painted uniformly and must be maintained in good condition, appearance, and in a sanitary condition at all times. Each piece of equipment shall include the Contractor's name and each vehicle shall be assigned a number that is prominently painted on the vehicle.
- (i) Sufficient equipment and personnel shall be furnished to make all collections completely within the scheduled collection day.
- (j) To the extent permitted by law, the VILLAGE of COAL CITY hereby covenants and agrees with the CONTRACTOR that during the lifetime of this contract the VILLAGE of COAL CITY will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with present equipment in the performance of this contract.
- (k) The Contractor covenants and agrees that its interest in this contract may not be assigned or transferred in any manner without the written approval of the Village BOARD of the Village of COAL CITY.
- (l) The Village and the Contractor shall mutually agree upon the times, days, and routes for the once-a-week pickup and the every other week recycling schedule by the Contractor. When a legal holiday falls on a weekday, then the Contractor shall collect the refuse on the following day. Those holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (m) The Contractor will indemnify, defend, save, and hold the Village of COAL CITY together with its officers, officials, employees and agents as an additional named insured, free, harmless, and indemnified against any and all claims, suits, damages, costs (including but not limited to reasonable attorneys' fees) or causes of any kind or nature whatsoever, hereafter which occur or arise out of the ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the Contractor and/or arising out of Contractor's pickup and/or disposal of garbage and refuse.
- (n) The Contractor agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of this Agreement. The Contractor hereby acknowledges that it is familiar with the Village of COAL CITY and its roads, alleys, and dwellings. The Contractor shall not be responsible for any damage to pavement, subsurface or curbing, resulting from the

Contractor's provision of services hereunder unless such damage is the result of the Contractor's or its employees' or agents' negligence, recklessness or intentional acts.

(o) This Contract may not be assigned without the written approval of the Village of COAL CITY.

(p) In the event that the Contractor fails to perform any of his obligations at the time required and as a result thereof the Village incurs attorney's fees and court costs, then the Contractor shall pay the Village's attorney's fees and court costs.

(q) The Contractor shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, and compost facility and all other required facilities fully permitted by all applicable governmental entities including the IEPA, suitable for the disposal of all refuse, YARD WASTE and leaves collected under the terms of this contract.

(t) The Contractor certifies and acknowledges that it is an independent Contractor and not an agent or employee of the Village.

13. DEFAULT

Failure of the Contractor to perform and comply with his obligations hereunder, or failure of Contractor in any way to perform his obligations with promptness, diligence, and in a workmanlike manner, or Contractor's insolvency, shall constitute a default. In the event of a default, the Village shall send written notice of default to the Contractor in accordance with Section 14(a), specifying the nature of the default and the manner in which the Contractor has defaulted ("Notice of Default"). Upon receipt of the Notice of Default, if Contractor fails to cure the identified default within thirty (30) days, such failure shall constitute an "Event of Default." Following an Event of Default, the Village shall have right to provide any such labor, equipment, and materials and/or terminate the employment of the Contractor and to employ any other person or persons to perform Contractor's work hereunder. In case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under the contract and the Contractor shall pay to the Village of COAL CITY the amount by which the cost to complete and finish the Contractor's obligations exceeds the unpaid balance of the contract. The termination of the Contractor's employment as provided above shall not be deemed a release of Contractor's obligations hereunder. The Village, at its sole discretion, may excuse Contractor's Event of Default if performance has commenced to cure such default to the reasonable satisfaction of the Village within thirty (30) days of the receipt of the Notice of Default and Contractor continues diligently to pursue such cure.

14. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed

received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village of COAL CITY shall be addressed to, and delivered at, the following address:

Village of COAL CITY
515 S. Broadway St.
Coal City IL 60416-8608
ATTN: Village Administrator

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Waste Management of Illinois, Inc.
2100 Moon Ave
Rockdale IL 60436
ATTN: Municipal Marketing Manager

B. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, of the State of Illinois.

D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

E. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

F. Amendments & Modifications. To amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by both parties to this Agreement.

RECYCLING ATTACHMENT A

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

LIST OF RECYCABLES

- UBC
- TIN STEEL CANS
- ALUMINUM FOIL
- GLASS CONTAINERS
- # 1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES
- #2 HDPE-NATURAL CONTAINERS
- #2 HDPE-PIGMENTED CONTAINERS
- PET CONTAINERS

RESIDENTIAL PAPER FIBER

- NEWSPAPER (70 TO 90% BY WEIGHT)
- NEWSPAPER INSERTS
- MIXED PAPER (10 TO 30% BY WEIGHT)
- CARDBOARD (NO WAX)
- CARRIER STOCK (SODA & BEER CASES)
- CATALOGS & TELEPHONE BOOKS
- CHIPBOARD (CEREAL, CAKE, & FOOD MIX BOXES)
- JUNK MAIL
- KRAFT PAPER
- MAGAZINES
- OFFICE PAPER


G. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

H. Authority to Execute. The parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.


I. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Village of COAL CITY,
A MUNICIPAL CORPORATION (Village)


Neal Nelson
Village President

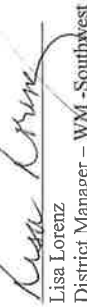
ATTEST

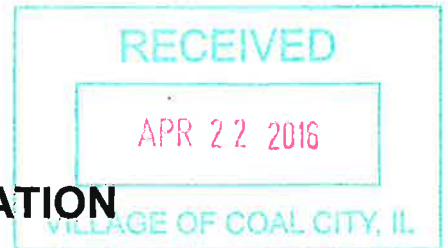

Pam Noffsinger
Village Clerk

WASTE MANAGEMENT OF
ILLINOIS, INC. (Contractor)


Mike Morley
Municipal Marketing Manager

ATTEST


Lisa Lorenz
District Manager – WM -Southwest



SPECIAL EVENT PERMIT APPLICATION

1. Type of Event:

(X) Parade () Block Event () Run () Other _____

2. Name of Event: Coal City Youth Baseball + Softball family day

3. Name of Sponsor (Organization, School, Church, etc.), Address and Telephone Number:

Sponsor: CCAVBS Head of Organization Bill Gill

Address: P.O. Box 7

Coal City, IL 60416

Telephone/Cell #: 815-693-5646

4. Parade Chairman (who will manage/direct the event and will be present during the event), Address and Telephone/Cell Number:

Chairman: Bill Gill

Address: _____

Cell 815-693-5646

5. Date of Event: 5/2/2015 Beginning Time: 9:00 AM Ending Time: 10:00 AM

6. Starting Point: Church street Ending Point: Lion's Park (Attach a diagram of event route, street closings, other public places to be traversed and barricade locations.)

7. Location of assembly area for event: South of Berst Center ON church St. Event Assembly Time: 8:30 AM

8. Support Service(s) Requested (Police, barricades, cones, picnic tables, clean-up etc.): Police Barricade

SPECIAL EVENT PERMIT APPLICATION

Event Name: _____ Event Date: _____

12. The undersigned agrees to release, hold harmless, and defend the Village of Coal City, its officials and agents against any and all claims for loss, damage, personal injury, or death occurring as a result of the event for which this permit is requested. Proof of insurance is required. Insurance must name the Village of Coal City as an additional insured as stated in #9.

4/22/2015
DATE

[Signature]
AUTHORIZED AGENT SIGNATURE

President
AUTHORIZED AGENT TITLE

SPECIAL EVENT PERMIT

Subject to the information requested in this SPECIAL EVENT PERMIT, permission to conduct a special event is hereby granted.

Date Approved by Village Board: _____

Special Conditions: _____

DATE

VILLAGE CLERK

SPECIAL EVENT PERMIT APPLICATION

Event Name: _____ Event Date: _____

THIS PAGE FOR VILLAGE USE ONLY

Received by Village Administrator's Office: _____ Date: _____

Police Department Recommendations: _____ Approved: _____ Denied: _____

Comments: _____

Traffic Control Required: _____ Auxiliary Police Required: _____ Yes _____ No

Approval Required by IDOT: _____ Yes _____ No Detour: _____

Reviewed by: _____ Date: _____

(Police Chief or Representative)

Public Works Recommendations: _____ Approved: _____ Denied: _____

Comments: _____

Signs Required: ___ Yes ___ No Barricades: ___ Yes ___ No Other: _____

Reviewed by: _____ Date: _____

(Maintenance Director)

Village Administrator Recommendations: _____ Approved: _____ Denied: _____

Comments: _____

Date Fire Chief Notified: _____ Approval Required by IDOT: ___ Yes ___ No

Reviewed by: _____ Date: _____

(Village Administrator)

SPECIAL EVENT PERMIT APPLICATION

Event Name: _____ Event Date: _____

SPECIAL EVENT PERMIT PETITION OF SUPPORT REQUIRED FOR RESIDENTIAL BLOCK EVENTS

If a special event is a residential block event, the sponsor must submit a petition of support of 3 of the residents within the block upon which the special event will be held.

Name of Street/Block to be closed _____

Name of Sponsor of Special Event _____

Date of Block Event _____

Hours of Block Event _____

(One person per household)

Name	Address	In Support
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